

सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की

खण्ड-26] रुड़की, शनिवार, दिनांक 05 अप्रैल, 2025 ई0 (चैत्र 15, 1947 शक सम्वत्) [संख्या-14

विषय-सूची

प्रत्येक भाग के पृष्ठ अलग-अलग दिये गए हैं, जिससे उनके अलग-अलग खण्ड बन सकें

विषय	पृष्ठ संख्या	वार्षिक चन्द
		₹0
सम्पूर्ण गजट का मूल्य	-	3075
भाग 1विज्ञप्तिअवकाश, नियुक्ति, स्थान-नियुक्ति, स्थानान्तरण,		
अधिकार और दूसरे वैयक्तिक नोटिस	301-334	1500
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अध्यक्ष तथा राजस्व परिषद् ने जारी किया	85-102	1500
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एरिया, टाउन एरिया एवं निर्वाचन (स्थानीय निकाय) तथा		
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भाग 1

विज्ञप्ति—अवकाश, नियुक्ति, स्थान-नियुक्ति, स्थानान्तरण, अधिकार और दूसरे वैयक्तिक नोटिस न्याय अनुभाग—1

> अधिसूचना नियुक्ति

21 फरवरी, 2025 ई0

संख्या—10/नो.—I/XXXVI-A-1/2025—02 नो—आई/2003—श्री राज्यपाल, नोटरी अधिनियम 1952 (अधिनियम संख्या—53, सन् 1952) की धारा—3 के अधीन शक्ति का प्रयोग करके श्री चंचल सिंह, अधिवक्ता को दिनांक 21—02—2025 से अग्रेत्तर पांच वर्ष की अविध के लिये जिला मुख्यालय पिथौरागढ़ में नोटरी नियुक्त करते हैं और नोटरीज रूल्स 1956 के नियम—8 के उपनियम (4) के अधीन शक्ति का प्रयोग करके यह भी निदेश देते हैं कि श्री चंचल सिंह का नाम उक्त अधिनियम की धारा—4 के अधीन रखे गये नोटरी पंजिका में प्रविष्ट किया जाय।

In pursuance of the provisions of Clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of following English translation of Notification No. 10/No-I/XXXVI-A-1/2025-02 No.-I/2003, dated February 21, 2025.

NOTIFICATION

Appointment

February 21, 2025

No. 10/No-I/XXXVI-A-1/2025-02 No.-I/2003--In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Act No-53 of 1952), the Governor is pleased to appoint Mr. Chanchal Singh, Advocate as Notary for a period of five years with effect from 21-02-2025 for District Headquater Pithoragarh and in exercise of the powers conferred by sub-rule (4) of rule 8 of Notaries Rules, 1956 also directs that the name of Mr. Chanchal Singh be entered in the register of Notaries maintained under Section 4 of the said Act.

18 मार्च, 2025 ई0

संख्या—19/नो —I/XXXVI-A-1/2025—10 नो—आई/2009—श्री राज्यपाल, नोटरी अधिनियम 1952 (अधिनियम संख्या—53, सन् 1952) की धारा—3 के अधीन शक्ति का प्रयोग करके श्री इन्द्र सिंह, अधिवक्ता को दिनांक 18—03—2025 से अग्रेत्तर पांच वर्ष की अविध के लिये तहसील धारचूला, जिला पिथौरागढ़ में नोटरी नियुक्त करते हैं और नोटरीज रूल्स 1956 के नियम—8 के उपनियम (4) के अधीन शक्ति का प्रयोग करके यह भी निदेश देते है कि श्री इन्द्र सिंह का नाम उक्त अधिनियम की धारा—4 के अधीन रखे गये नोटरी पंजिका में प्रविष्ट किया जाय।

आज्ञा से, प्रदीप पन्त,

प्रमुख सचिव, न्याय एवं विधि परामर्शी।

In pursuance of the provisions of Clause (3) of Article 348 of the Constitution, the Governor is pleased to order the publication of following English translation of Notification No. 19/No-I/XXXVI-A-1/2025-10 No.-I/2009, dated March 18, 2025.

NOTIFICATION

Appointment

March 18, 2025

No. 19/No-I/XXXVI-A-1/2025-10 No.-I/2009--In exercise of the powers conferred by Section 3 of the Notaries Act, 1952 (Act No-53 of 1952), the Governor is pleased to appoint Mr. Indra Singh, Advocate as Notary for a period of five years with effect from 18-03-2025 for Tehsil Dharchula, District Pithoragarh and in exercise of the powers conferred by sub-rule (4) of rule 8 of Notaries Rules, 1956 also directs that the name of Mr. Indra Singh be entered in the register of Notaries maintained under Section 4 of the said Act.

By Order,

PRADEEP PANT,

Principal Secretary, Law-cum-L.R.

सूक्ष्म, लघु एवं मध्यम उद्यम अनुभाग

कार्यालय-ज्ञाप

24 जनवरी, 2025 ई0

संख्या—100 / VII-3.24 / 02(04) एम0 एस0 एम0 ई0 / 2022 — एम0 एस0 एम0 ई0 मंत्रालय, भारत सरकार द्वारा विश्व बैंक कें सहयोग से सेन्द्रल सैक्टर योजना के रूप में वर्ष 2022—2023 से वर्ष 2026—2027 तक की अविध हेतु रैम्प योजना (Raising and Acceleration MSME Performance) संचालित की जा रही है। भारत सरकार के सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय द्वारा उत्तराखण्ड राज्य हेतु रैम्प योजना के अन्तर्गत Strategic Investment Plan अनुमोदित किया गया है। राज्य का यह Strategic Investment Plan रूठ 83.05 करोड़ का है।

श्री राज्यपाल रैम्प योजना को उत्तराखण्ड राज्य में लागू किये जाने की प्रशासनिक एवं वित्तीय स्वीकृति निम्न शर्तों के अधीन सहर्ष स्वीकृति प्रदान करते हैं:--

- 1— भारत सरकार, सूक्ष्म, लघु एवं मध्यम उद्यम मंत्रालय द्वारा स्वीकृत रैम्प योजना (Raising and Acceleration MSME Performance) हेतु वर्ष 2026—27 तक की अवधि हेतु योजना की लागत के 20 प्रतिशत राज्यांश की धनराशि को राज्य सरकार द्वारा पूर्व में अनुमोदित विभागीय बजट की सीमान्तर्गत ही रहते हुए dovetailing के माध्यम से वहन किया जायेगा।
- 2— रैम्प योजना में भारत सरकार द्वारा अनुदान के रूप में रू0 83.05 करोड़ आगामी तीन वर्षों में चरणबद्ध रूप से उपलब्ध कराया जायेगा।
- 3— सेन्ट्रल सेक्टर योजना के रूप में 20 प्रतिशत राज्य का अंशदान रू0 16.61 करोड़ होगा, जो चरणबद्ध रूप से भारत सरकार द्वारा वर्षवार प्रदत्त अनुदान के अनुपात में यथाआवश्यकता से जारी किया जायेगा।

- 4— योजना हेतु विभाग में उपलब्ध लेखाशीर्षक—2851—ग्रोमोद्योग एवं लघु उद्योग, 102—लघु उद्योग, 9501—एमएसएमई की केन्द्र पोषित योजनाओं में राज्यांश में अपेक्षित धनराशि का प्राविधान किया जायेगा।
- 5- योजना के कार्यान्वयन हेतु कोई पद सृजित नहीं किया जायेगा।
- 6- रैम्प योजना के अन्तर्गत राज्य के Strategic Investment Plan की कार्ययोजना को भी अनुमोदित किया गया है।

यह आदेश वित्त अनुभाग—1, उत्तराखण्ड शासन के अशा०सं० सं० 1/268645/2025, दिनांक 16 जनवरी, 2025 में प्रदत्त सहमति के कम में जारी किये जा रहे हैं।

> आज्ञा से, विनय शंकर पाण्डेय, सचिव।

गृह अनुभाग—1 विज्ञप्ति/पदोन्नित 27 जनवरी, 2025 ई0

संख्या—150/XX—1—2025—03(12)2014—उत्तराखण्ड प्रान्तीय पुलिस सेवा संवर्ग के पुलिस उपाधीक्षक, किनष्ट वेतनमान (पे मैट्रिक्स लेवल—10) के पदों पर प्रोन्नित कोटे की निरीक्षक, नागरिक पुलिस, निरीक्षक, अभिसूचना तथा दलनायकों (निरीक्षक सशस्त्र पुलिस/प्रतिसार निरीक्षक इत्यादि) की चयन वर्ष 2024—25 में दिनांक 31.01.2025 को घटित होने वाली परिणामी रिक्तियों के सापेक्ष उत्तराखण्ड लोक सेवा आयोग, हरिद्वार द्वारा की गई संस्तुति के आधार पर निम्निलिखित स्थायी निरीक्षकों/प्रतिसार निरीक्षकों को पुलिस उपाधीक्षक, किनष्ट वेतनमान के पद पर दिनांक 01.02.2025 से पदोन्नित प्रदान किये जाने की श्री राज्यपाल सहर्ष स्वीकृति प्रदान करते हैं:—

चयन वर्ष 2024-25

पोषक संवर्गः निरीक्षक, नागरिक पुलिस

क्र0सं0	अधिकारी का नाम	
1	श्री कुंवर सिंह रावत	

चयन वर्ष 2024-25

पोषक संवर्ग :: निरीक्षक, अभिसूचना

क्र0सं0	अधिकारी का नाम
1	श्री बलवन्त सिंह रावत

चयन वर्ष 2024-25

पोषक संवर्ग :: दलनायक (निरीक्षक सशस्त्र पुलिस/प्रतिसार निरीक्षक इत्यादि)

क्र0सं0	अधिकारी का नाम	
1	श्री अखिलेश कुमार	

- 2. उक्त स्थायी निरीक्षकों / प्रतिसार निरीक्षकों की पुलिस उपाधीक्षक, कनिष्ठ वेतनमान के पद पर पदोन्नति निम्नलिखित शर्तों एवं प्रतिबन्धों के अधीन होगी:—
- (1) उक्तानुसार पदोन्नत अधिकारियों को उनके कार्यभार ग्रहण किये जाने की तिथि से 02 वर्ष की परिवीक्षा अविध पर रखा जायेगा, जैसा कि उत्तराखण्ड पुलिस सेवा नियमावली, 2009 के नियम—24 में प्रावधान है।
- (2) उक्तवत पदोन्नत अधिकारियों की ज्येष्ठता उक्त सेवा में पूर्व से नियुक्त किये गये तथा नियुक्त किये जाने वाले अन्य अभ्यर्थियों के साथ कालांतर में सुसंगत नियमों के अनुसार निर्धारित की जायेगी।
- (3) पदोन्नित के उपरान्त भी पदोन्नित किये जाने वाले अधिकारियों के सम्बन्ध में यदि कोई प्रतिकूल तथ्य भविष्य में प्रकाश में आता है तो ऐसे अधिकारियों की पदोन्नित तात्कालिक प्रभाव से निरस्त कर दी जायेगी।
- (4) उक्तवत् पदोन्नित निरीक्षक, नागरिक पुलिस की निर्गत अंतिम वरिष्ठता सूची के विरुद्ध एवं उत्तराखण्ड पुलिस सेवा नियमावली (संशोधित) 2024 के विरुद्ध माठ उच्च न्यायालय नैनीताल में योजित रिट याचिका संख्या : 676/एसबी/2024 आशुतोष सिंह व अन्य बनाम राज्य व अन्य एवं रिट याचिका संख्या : 683/एसबी/2024 विवेक सनवाल व अन्य बनाम राज्य व अन्य एवं दलनायकों की निर्गत अन्तिम ज्येष्ठता सूची के क्रमांक ७ पर अंकित दलनायक श्री मनीष जसवाल की ज्येष्ठता के सम्बन्ध में माननीय उच्च न्यायालय नैनीताल में योजित रिट याचिका संख्या : 542/एस०बी०/2023 मनीष शर्मा व अन्य बनाम राज्य व अन्य में पारित होने वाले अन्तिम निर्णय के अधीन रहेगी।

कार्यालय ज्ञाप 30 जनवरी, 2025 ई0

संख्या—I/271596/2025—XX(1)/25/E-25292—पुलिस महानिरीक्षक, कार्मिक, पुलिस मुख्यालय, उत्तराखण्ड के पत्र संख्याः डी०जी०—एक—51—2011(2) दिनांक 25.01.2025 के क्रम में सम्यक विचारोपरान्त श्रीमती बिमला गुंज्याल (IPS:SPS-2004), पुलिस महानिरीक्षक, सतर्कता को अधिवर्षता आयु पूर्ण करने पर दिनांक 31.05.2025 के अपरान्ह् से सेवानिवृत्त किये जाने की श्री राज्यपाल सहर्ष स्वीकृति प्रदान करते हैं।

आज्ञा से, शैलेश बगौली, सचिव।

राजस्व अनुभाग-3

अधिसूचना

20 फरवरी, 2025 ई0

संख्याः 136/XVIII(3)/2025-03(01)/2025-राज्यपाल, उत्तर प्रदेश भू-राजस्व अधिनियम, 1901 (उत्तर प्रदेश अधिनियम संख्या 3, वर्ष 1901) (उत्तराखण्ड राज्य में यथा प्रवृत्त) की धारा 48 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये यह घोषणा करते हैं कि इस अधिसूचना के गजट में प्रकाशन की तिथि से नीचे दी गई अनुसूची में उल्लिखित ग्राम सर्वेक्षण एवं अभिलेख संक्रियाओं के अधीन होंगे:-

अनुसूची

जिला	तहसील	परगना	ग्राम का नाम
पौड़ी गढ़वाल	पौड़ी	बारहस्यूँ	થતી
			निसनी

आज्ञा से,

. डॉo सुरेन्द्र नारायण पाण्डे, सचिव, राजस्व।

In pursuance of the provision of clause (3) of the Article 348 of the Constitution of India, the Governor is pleased to order the publication of the following English translation of Notification No. 136/XVIII(3)/2025-03(01)/2025, dated February 20, 2025 for general information:

No. 136/XVIII(3)/2025-03(01)/2025

Dated Dehradun, February 20, 2025

NOTIFICATION

In exercise of the powers conferred by section 48 of the Uttar Pradesh Land Revenue Act, 1901 (U.P. Act. No. 3 of 1901), (as applicable to the State of Uttarakhand), the Governor is pleased to declare that the Villages mentioned in the Schedule below shall be under Survey and Record Operations with effect from the date of publication of the notification in the official Gazette:--

Schedule

District	Tehsil	Pargana	Name of Village
1	2	3	4
			Thhali
Pauri Garhwal	Pauri	Barahsyun	Nishani

By Order,

Dr. SURENDRA NARAYAN PANDEY, Secretary, Revenue.

मृह अनुभाग—2 <u>अधिसूचना</u> प्रकीर्ण

11 मार्च, 2025 ई0

संख्या 281293/XX-2/2025/1(05)/2023 E No 21649—राज्यपाल "भारत का संविधान" के अनुच्छेद, 309 के परन्तुक द्वारा प्रदत्त शक्ति का प्रयोग करके और इस विषय पर समस्त विद्यमान नियमों और आदेशों को अधिक्रमित करते हुए उत्तराखण्ड कारागार विभाग में उप महानिरीक्षक कारागार, वरिष्ठ अधीक्षक कारागार एवं अधीक्षक कारागार सेवा में भर्ती और उसमें नियुक्त व्यक्तियों की सेवा शर्तों को विनियमित करने के उद्देश्य से निम्नलिखित नियमावली बनाये जाने की सहर्ष स्वीकृति प्रदान करते हैं, अर्थात् :—

<u>उत्तराखण्ड कारागार विभाग, उप महानिरीक्षक कारागार, वरिष्ठ अधीक्षक कारागार</u> एवं अधीक्षक कारागार सेवा नियमावली, 2025

भाग - एक

सामान्य

- संक्षिप्त नाम ^{1. (1)} इस नियमावली का संक्षिप्त नाम उत्तराखण्ड और प्रारम्भ कारागार विभाग, ज्य महानिरीक्षक कारागार, वरिष्ठ अधीक्षक कारागार एवं अधीक्षक कारागार सेवा नियमावली, 2025 है।
 - (2) यह तुरन्त प्रवृत्त होगी ।
- सेवा की ² उत्तराखण्ड कारागार विभाग, उप महानिरीक्षक प्रास्थिति कारागार, वरिष्ठ अधीक्षक कारागार एवं अधीक्षक कारागार सेवा एक ऐसी सेवा है, जिसमें समूह "क" एवं "ख" के पद समाविष्ट हैं।
- परिभाषाएं ^{3.} जब तक विषय या संदर्भ में कोई प्रतिकूल बात न हो, इस नियमावली में:—
 - (क) "नियुक्ति प्राधिकारी" से उत्तराखण्ड के राज्यपाल अभिप्रेत है :
 - (ख) "भारत का नागरिक" से ऐसा व्यक्ति अभिप्रेत है, जो 'भारत का संविधान' के भाग—दो के अधीन भारत का नागरिक हो, या भारत का नागरिक समझा जाए;
 - (ग) "संविधान" से भारत का संविधान अभिप्रेत है;
 - (घ) "आयोग" से उत्तराखण्ड लोक सेवा आयोग अभिप्रेत है;
 - (ङ) "सरकार" सें उत्तराखण्ड की राज्य सरकार अभिप्रेत है;

- (च) "राज्यपाल" से उत्तराखण्ड के राज्यपाल अभिप्रेत हैं;
- (छ) "सेवा का सदस्य" से इस नियमावली के प्रारम्भ से पूर्व प्रवृत्त नियमावली या आदेशों तथा इस नियमावली के अधीन मौलिक रूप से नियुक्त व्यक्ति अभिप्रेत है;
- (ज) "सेवा" से उत्तराखण्ड कारागार विभाग उप महानिरीक्षक कारागार, वरिष्ठ अधीक्षक कारागार एवं अधीक्षक कारागार सेवा अभिप्रेत है:
- (झ) "मौलिक नियुक्ति" से सेवा के संवर्ग में किसी पद पर ऐसी नियुक्ति अभिप्रेत है, जो तदर्थ नियुक्ति न हो और नियमों के अनुसार चयन के पश्चात् की गयी हो और यदि कोई नियम न हो तो सरकार द्वारा जारी किये गये कार्यपालक आदेशों द्वारा तत्समय विहित प्रक्रिया के अनुसार की गयी हो;
- (ञ) "भर्ती का वर्ष" से किसी कलेण्डरं वर्ष के माह जुलाई के प्रथम दिवस से आरम्भ होने वाली बारह मास की अवधि अभिप्रेत है।

<u>भाग — दो</u> संवर्ग

- सेवा का 4. (1) सेवा की सदस्य संख्या और उसमें प्रत्येक श्रेणी संवर्ग के पदों की संख्या उतनी होगी जो समय—समय पर राज्यपाल द्वारा अवधारित की जाय।
 - (2) जब तक कि उप नियम (1) के अधीन परिवर्तन करने के आदेश न दे दिये जाएं, सेवा की सदस्य संख्या और उसमें प्रत्येक श्रेणी के पदों की संख्या उतनी होगी जितनी संलग्न परिशिष्ट—'क' में दी गयी है;

परन्तु यह कि-

- () नियुक्ति प्राधिकारी किसी पद को बिना भरे हुए छोड़ सकते हैं या उसे इस प्रकार स्थगित -स्ख सकते हैं, जिससे कोई व्यक्ति प्रतिकर का हकदार नहीं होगा।
- (ii) नियुक्ति प्राधिकारी ऐसे अतिरिक्त स्थायी या अस्थाई पदों का सृजन कर सकते हैं, जिन्हें वह उपयुक्त समझें।

भाग - तीन

भर्ती

भर्ती का 5. सेवा में विभिन्न श्रेणियों के पदों पर भर्ती स्रोत निम्नलिखित स्रोतों से की जायेगी :--

- (क) उप महानिरीक्षक मीलिक रूप से नियुक्त कारागार ऐसे वरिष्ठ अधीक्षक कारागार श्रेणी—1 में से, जिन्होंने भर्ती के वर्ष की 01 जुलाई को वरिष्ठ अधीक्षक कारागार श्रेणी—1 के रूप में न्यूनतम् 04 वर्ष की सेवा पूर्ण कर ली हो, विभागीय चयन समिति के माध्यम से श्रेष्ठता के आधार पर पदोन्नति द्वारा।
- वरिष्ठ अधीक्षक मौलिक रूप से नियुक्त (ख) कारागार ऐसे वरिष्ठ अधीक्षक श्रेणी-1 कारागार श्रेणी-2 में से, जिन्होंने भर्ती के वर्ष की 01 जुलाई को को वरिष्ठ अधीक्षक कारागार श्रेणी-2 के रूप में न्यूनतम् 05 वर्ष की सेवा पूर्ण कर ली अनुपयुक्त को अस्वीकार करते हुए विभागीय चयन समिति के माध्यम से ज्येष्ठता के आधार पर पदोन्नति द्वारा।
- (ग) वरिष्ठ अधीक्षक मौलिक रूप से नियुक्त कारागार ऐसे स्थायी अधीक्षक श्रेणी—2 कारागार में से, जिन्होंने भर्ती के वर्ष की 01 जुलाई को अधीक्षक कारागार के रूप में न्यूनतम् 07 वर्ष की सेवा

पूर्ण कर ली हो, अनुपयुक्त को अस्वीकार करते हुए विभागीय चयन समिति के माध्यम से ज्येष्ठता के आधार पर पदोन्नति द्वारा।

(घ) अधीक्षक कारागार

- (i) उपखण्ड—(ii) के अधीन रहते हुए, सेवा के साधारण संवर्ग में भर्ती निम्न प्रकार से की जाएगी—
- (एक) आयोग द्वारा संचालित प्रतियोगिता परीक्षा के परिणाम के आधार पर सीधी भर्ती द्वारा।
- (दो) मौलिक रूप से नियुक्त ऐसे स्थायी कारापालों में से, जिन्होंने भर्ती के प्रथम दिवस को कारापाल के रूप में न्यूनतम् 05 वर्ष की सेवा पूर्ण कर ली हो, अनुपयुक्त को अस्वीकार करते हुए आयोग के माध्यम से ज्येष्ठता के आधार पर पदोन्नति द्वारा।

परन्तु यह किं
भर्ती इस कम से
की जाएगी कि
संवर्ग के पचास
प्रतिशत पद सीधी
भर्ती से और
पचास प्रतिशत
पद पदोन्नित
द्वारा भरे जाएंगे।

(ii) नियुक्ति प्राधिकारी आपवादिक परिस्थितियों में, आयोग के परामर्श से, आयोग द्वारा

संचालित विशेष परीक्षा के परिणाम के आधार पर सेवा में विशेष या आपात भर्ती कर सकते हैं। भर्ती कि लिए शैक्षिक अर्हता और आयु तथा ऐसी परीक्षा के पाठ्यकम ऐसा लिएं होगा. जैसा कि लोक सेवा आयोग द्वारा सरकार के पूर्वानुमोदन से विनिश्चित किया जाए। ऐसी परीक्षा के आधार पर नियुक्त अभ्यर्थी, इस नियमावली के प्रयोजनार्थ, खण्ड (ध T)(i) (एक) के अधीन सीधी भर्ती द्वारा नियुक्त समझे जायेंगे।

आरक्षण 6. उत्तराखण्ड राज्य की अनुसूचित जातियों, अनुसूचित जनजातियों, अन्य पिछड़ा वर्ग, आर्थिक रूप से कमजोर वर्गों तथा अन्य श्रेणियों के अभ्यर्थियों के लिये आरक्षण, भर्ती के समय प्रवृत्त सरकार के आदेशों के अनुसार किया जायेगा।

भाग - चार

अर्हताएं

- राष्ट्रीयता 7. सेवा में किसी पद पर सीधी भर्ती के लिये यह आवश्यक है कि अभ्यर्थी,
 - (क) भारत का नागरिक हो, या
 - (ख) तिब्बती शरणार्थी, जो भारत में स्थायी निवास के अभिप्राय से पहली जनवरी, 1962 के पूर्व भारत आया हो, या
 - (ग) भारतीय मूल का ऐसा व्यक्ति हो, जिसने भारत में स्थायी रूप से निवास करने के अभिप्राय से पाकिस्तान, म्यांमार, श्रीलंका या किसी पूर्वी अफ़ीकी देश केन्या, यूगाण्डा और युनाइटेड रिपब्लिक आफ तंजानिया (पूर्ववर्ती तंगानिका और जंजीबार) से प्रव्रजन किया हो;

परन्तु उपर्युक्त श्रेणी (ख) या (ग) का अभ्यर्थी वह व्यक्ति होगा, जिसके पक्ष में सरकार द्वारा पात्रता का प्रमाण-पत्र जारी किया गया हो.

परन्तु यह और कि उपर्युक्त श्रेणी (ख) से सम्बन्धित अभ्यर्थी के लिए पुलिस महानिरीक्षक, अभिसूचना शाखा, उत्तराखण्ड द्वारा प्रदत्त पात्रता प्रमाण-पत्र प्राप्त करना आवश्यक होगा,

परन्तु यह और भी कि यदि कोई अभ्यर्थी उपर्युक्त श्रेणी (ग) का हो तो पात्रता का प्रमाण-पत्र एक वर्ष से अधिक अवधि के लिये जारी नहीं किया जायेगा और ऐसे अभ्यर्थी को एक वर्ष की अवधि के आगे सेवा में इस शर्त पर रहने दिया जाएगा कि वह भारत की नागरिकता प्राप्त कर ले।

टिप्पणी- ऐसे अभ्यर्थी को, जिसके मामले में पात्रता प्रमाण-पत्र आवश्यक हो, किन्तु न तो वह जारी किया गया हो और न देने से इन्कार किया गया हो, किसी परीक्षा या साक्षात्कार में सम्मिलित किया जा सकता है और उसे अनन्तिम रूप से नियुक्त भी किया जा सकता है कि आवश्यक प्रमाण-पत्र उसके द्वारा प्राप्त कर लिया जाय या उसके पक्ष में जारी कर दिया जायं।

अर्हता

8.

सीधी भर्ती के लिए यह आवश्यक है कि अभ्यर्थी के पास भारत में विधि द्वारा स्थापित किसी विश्वविद्यालय की किसी विधा में स्नातक उपाधि या उसके समकक्ष सरकार द्वारा मान्यता प्राप्त कोई अन्य अर्हता हो।

9. अन्य बातों के समान होने पर सीधी भर्ती के मामले में ऐसे अभ्यर्थी को अधिमानी अर्हताएं अधिमान दिया जायेगा. जिसने:-

- प्रादेशिक सेना में दो वर्ष की न्यूनतम अवधि तक सेवा की हो, या (क)
- राष्ट्रीय कैडेट कोर का "बी" अथवा "सी" प्रमाण पत्र प्राप्त किया हो।

10. सीधी भर्ती में अभ्यर्थी की आयू उत्तराखण्ड सेवाओं में भर्ती (आयु सीमा) आयु नियमावली, 2014(समय—समय पर यथासंशोधित) में निहित प्रावधान के अनुसार निर्धारित होगी।

> परन्तु, यह कि अनुसूचित जातियों, अनुसूचित जनजातियों, अन्य पिछड़ा वर्ग, आर्थिक रूप से कमजोर वर्ग तथा अन्य ऐसी श्रेणियों के अभ्यर्थियों के मामले में, जिन्हें सरकार द्वारा समय-समय पर अधिसूचित किया जाये, अधिकतम आयु उतने वर्ष अधिक होगी, जितनी विनिर्दिष्ट की जाये।

11 सेवा में किसी पद पर सीधी भर्ती के लिए अभ्यर्थी का चरित्र ऐसा होना चरित्र चाहिए जिससे वह सरकारी सेवा में सेवायोजन के लिये सर्वथा उपयुक्त हो। नियुक्ति प्राधिकारी स्वयं इस सम्बन्ध में अपना समाधान करेगा।

> टिप्पणीः संघ सरकार या किसी राज्य सरकार या किसी राज्य सरकार के किसी स्थानीय प्राधिकारी या किसी निगम या निकाय द्वारा पदच्युत व्यक्ति सेवा में किसी पद पर नियुक्ति के लिए पात्र नहीं होंगे। नैतिक अधमता के किसी अपराध के लिए दोषसिद्ध व्यक्ति भी पात्र नहीं होंगे ।

वैवाहिक स्थिति 12 सेवा में किसी पद पर नियुक्ति के लिए ऐसा पुरूष अभ्यर्थी पात्र नहीं होगा, जिसकी एक से अधिक पत्नियाँ जीवित हों और ऐसी महिला अभ्यर्थी पात्र न होगी, जिसने ऐसे पुरूष से विवाह किया हो, जिसकी पहले से ही जीवित पत्नी हो या जिसके एक से अधिक पति जीवित हो;

परन्तु राज्यपाल किसी व्यक्ति को इस नियम से प्रवर्तन से छूट दे सकते हैं, यदि उनका यह समाधान हो जाए कि ऐसा करने लिए विशेष कारण विद्यमान हैं।

शारीरिक योग्यता 13 किसी भी ऐसे अभ्यर्थी को सेवा में किसी पद पर नियुक्त नहीं किया जाएगा, यदि वह शारीरिक और मानसिक रूप से स्वस्थ्य नहीं है और किसी ऐसे शारीरिक दोष से मुक्त नहीं है, जिसके कारण उसे अपने कर्तव्यों का दक्षतापूर्वक निर्वहन में बाधा पड़ने की सम्भावना हो। किसी अभ्यर्थी को नियुक्ति के लिए अनुमोदित करने से पूर्व उसे चिकित्सा परिषद् की परीक्षा उत्तीर्ण करनी होगी, जिसके लिए परिशिष्ट 'ख' में मापदण्ड बताये गये हैं:

परन्तु, दिव्यांगजन अधिकार अधिनियम, 2016 (केन्द्रीय अधिनियम संख्या 49 वर्ष 2016) की धारा 33 के कम में इस हेतु चिन्हिंत पदी तथा धारा 34 के अन्तर्गत चिन्हित श्रेणियों में दिव्यांगों को नियमानुसार नियुक्ति देने से मना नहीं किया जायेगा ;

परन्तु पदोन्नित द्वारा नियुक्त किये गये अभ्यर्थी की स्थिति में चिकित्सा प्रमाण पत्र प्रस्तुत करना अपेक्षित नहीं होगा।

भाग - पाँच

भर्ती की प्रक्रिया

रिक्तियों की ¹⁴ अवधारणा नियुक्ति प्राधिकारी, वर्ष के दौरान भरी जाने वाली रिक्तियों की संख्या और नियम 6 के अधीन अनुसूचित जातियों, अनुसूचित जनजातियों, अन्य पिछड़ा वर्ग, आर्थिक रूप से कमजोर वर्गों और अन्य श्रेणियों के अभ्यर्थियों के लिए आरक्षित की जाने वाली रिक्तियों की संख्या भी अवधारित करेगा और उसकी सूचना आयोग को देगा।

सीधी भर्ती की ^{15.} प्रक्रिया

- (1) नियुक्ति प्राधिकारी रिक्त पदों को आगणित करते हुए भर्ती हेतु निर्धारित प्रपत्र पर अधियाचन, जिसमें उर्ध्व एवं क्षैतिज आरक्षण के सापेक्ष आरक्षित पदों की गणना की जायेगी, उत्तराखण्ड लोक सेवा आयोग को उपलब्ध करायेंगे।
- (2) प्रतियोगिता परीक्षा में सम्मिलित होने की अनुज्ञा के लिए आयोग विहित प्रपन्न में आवेदन—पन्न मंगायेगा। आवेदन पन्न निर्धारित शुल्क के भुगतान पर आयोग के सचिव से प्राप्त किये जा सकेंगे।
- (3) लिखित परीक्षा के परिणाम प्राप्त होने और सारणीबद्ध किये जाने के पश्चात् आयोग द्वारा नियम 6 के अधीन अनुसूचित

जातियों, अनुसूचित जनजातियों, अन्य पिछड़ा वर्ग,आर्थिक रूप से कमजोर वर्गों और अन्य श्रेणियों के अभ्यर्थियों का प्रतिनिधित्व सुनिश्चित करने की आवश्यकता को ध्यान में रखते हुए, लिखित परीक्षा के परिणाम के आधार पर ऐसे अभ्यर्थियों को साक्षात्कार के लिए बुलाया जायेगा, जिन्होंने इस सम्बन्ध में आयोग द्वारा नियत मानक के अनुसार अंक प्राप्त किये हों। प्रत्येक अभ्यर्थी द्वारा साक्षात्कार में प्राप्त अंक उसके द्वारा लिखित परीक्षा में प्राप्त अंकों में जोड़े जायेंगे।

(4) आयोग, प्रत्येक अभ्यर्थी द्वारा लिखित परीक्षा और साक्षात्कार में प्राप्त कुल अंकों द्वारा प्रकट प्रवीणता कम में एक सूची तैयार करेगा और उतने अभ्यर्थियों को, जितने वह उचित समझे, नियुक्ति के लिए संस्तुत करेगा। यदि दो या अधिक अभ्यर्थी कुल योग में बराबर—बराबर अंक प्राप्त करें तो लिखित परीक्षा में अधिक अंक प्राप्त करने वाले अभ्यर्थी का नाम सूची में उच्चतर स्थान पर रखा जायेगा। आयोग द्वारा सूची नियुक्ति प्राधिकारी को प्रेषित की जाएगी।

प्रतियोगिता परीक्षा के लिए सम्बन्धित परीक्षा योजना, पाठ्यक्रम और नियम सरकार के पूर्वानुमोदन से आयोग द्वारा समय—समय पर विहित किये जायेंगे।

पदोन्नति द्वारा ^{16.} भर्ती की प्रकिया

(1)

पदोन्नित द्वारा भर्ती निम्निलिखित आधार पर की जायेगी:-उप महानिरीक्षक कारागार के पद पर पदोन्नित "श्रेष्ठता" के

(क) अपर मुख्य सचिव/प्रमुख सचिव/सचिव गृह एवं कारागार विभाग उत्तराखण्ड शासन — अध्यक्ष

आधार निम्नलिखित चयन समिति के माध्यम से की जायेगी:-

- (ख) सचिव, कार्मिक विभाग या उसका कोई नाम निर्दिष्ट व्यक्ति, जो सरकार के अपर सचिव स्तर से अन्यून हो —सदस्य
- (ग)विभागाध्यक्ष / महानिरीक्षक,कारागार प्रशासन एवं सुधार सेवा विभाग, उत्तराखण्ड —सदस्य
- (2) वरिष्ठ अधीक्षक कारागार श्रेणी 01 एवं वरिष्ठ अधीक्षक कारागार श्रेणी 02 के पदों पर पदोन्नित अनुपयुक्त को अस्वीकार करते हुए ज्येष्ठता के आधार पर निम्नितिखित चयन समिति के माध्यम से की जायेगी:--
 - (क) अपर मुख्य सचिव/प्रमुख सचिव/सचिव गृह एवं कारागार विभाग,उत्तराखण्ड शासन —अध्यक्ष
 - (ख) सचिव, कार्मिक विभाग या उसका कोई नाम निर्दिष्ट व्यक्ति, जो सरकार के अपर

(3) सचिव स्तर से अन्यून हो

- सदस्य

(ग) विभागाध्यक्ष / महानिरीक्षक,कारागार प्रशासन एवं सुधार सेवा विभाग, उत्तराखण्ड — सदस्य

अधीक्षक कारागार के पद पर पदोन्नित द्वारा भर्ती, अनुपयुक्त को अस्वीकार करते हुए, ज्येष्ठता के आधार पर, समय—समय पर यथा संशोधित उत्तराखण्ड लोक सेवा आयोग सपरामर्श चयनोन्नित (प्रक्रिया), नियमावली, 2003 (समय—समय पर यथा अंशोधित) के अनुसार की जारेगी। उपयुक्त नियम 16 में उिल्लिखित पदों पर पदोन्नित, उत्तराखण्ड (लोक सेवा आयोग के क्षेत्र के बाहर के पदों पर) चयनोन्नित पात्रता— सूची नियमावली, 2003 (समय—समय पर यथा संशोधित), उत्तराखण्ड सरकारी सेवक (पदोन्नित द्वारा भर्ती के लिए मानदण्ड) नियमावली, 2004 (समय—समय पर यथा संशोधित), उत्तराखण्ड (लोक सेवा आयोग की परिधि के बाहर) राज्याधीन सेवाओं में पदोन्नित के लिए चयन प्रक्रिया नियमावली, 2013 (समय—समय पर यथा संशोधित) तथा इस सम्बन्ध में तत्समय प्रवृत्त किसी अन्य नियमावली के अनुसार की जायेगी।

पदोन्नति हेतु ^{17.} सूची

संयुक्त चयन ^{18.} सूची यदि भर्ती के किसी वर्ष में नियुक्ति सीधी भर्ती और पदोन्नित दोनों द्वारा की जाय तो एक संयुक्त चयन सूची तैयार की जायेगी, जिसमें अभ्यर्थियों के नाम सुसंगत सूचियों से इस प्रकार लिये जायेंगे कि विहित प्रतिशत बना रहे। सूची में पहला नाम पदोन्नित द्वारा नियुक्त व्यक्ति का होगा।

भाग - छः

नियुक्ति, परिवीक्षा, स्थायीकरण और ज्येष्ठता

नियुक्ति ^{19.} (1) नियुक्ति प्राधिकारी अभ्यर्थियों की नियुक्तियां उस क्रम में करेगा, जिसमें उनके नाम यथास्थिति नियम—15, 16, 17 एवं 18 के अधीन तैयार की गयी सूचियों में हो।

- (2) यदि किसी वर्ष नियुक्तियां सीधी भर्ती एवं पदोन्नित दोनों प्रकार से की जानी हैं, नियमित नियुक्तियां तब तक नहीं की जायेंगी जब तक कि दोनों स्रोतों से चयन न किया गया हो और नियम 18 के अनुसार संयुक्त चयन सूची तैयार न की गयी हो।
- (3) यदि किसी एक चयन के सम्बन्ध में नियुक्ति के एक से अधिक आदेश जारी किये जाते हैं तो एक संयुक्त आदेश भी जारी किया जायेगा, जिसमें चयनित अभ्यर्थियों के नामों का उल्लेख चयन में अवधारित ज्येष्ठता के आधार या उस कम में, यथास्थिति, जिस क्रम में उनका नाम उस संवर्ग में हो, जिससे उन्हें पदोन्नत किया गया है, किया जायेगा। यदि नियुक्तियां सीधी भर्ती और पदोन्नति दोनों प्रकार से की जाती हैं तो नाम, नियम 18 में निर्दिष्ट कम में कमांकित किये जायेंगे।

वेतनमान

- परिवीक्षा 20. (1) सेवा में किसी पद पर या उसके विरूद्ध रिक्ति पर नियुक्त व्यक्ति 02 वर्ष की अवधि के लिए परिवीक्षाधीन रहेगा।
 - (2) नियुक्ति प्राधिकारी ऐसे कारणों से, जो अभिलिखित किये जायेंगे, पृथक-पृथक मामले में परिवीक्षा अवधि को बढ़ा सकता है, जिसमें ऐसा दिनांक विनिर्दिष्ट किया जायेगा, जब तक कि अवधि बढाई जाये:

परन्तु आपवादिक परिस्थितियों के सिवाय परिवीक्षा अवधि एक वर्ष से अधिक और किसी भी परिस्थिति में दो वर्ष से अधिक नहीं बढ़ाई जायेगी।

- (3) यदि परिवीक्षा अविध या बढ़ाई गयी परिवीक्षा अविध के दौरान किसी भी समय या उसके अन्त में नियुक्ति प्राधिकारी को यह प्रतीत होता हो कि किसी परिवीक्षाधीन व्यक्ति ने अपने अवसरों का पर्याप्त उपयोग नहीं किया गया है या वह अन्यथा समाधान प्रदान करने में असफल रहा है तो उसे उसके मूल पद पर, यदि कोई है, प्रत्यावर्तित किया जा सकेगा या यदि उसका किसी पद पर धारणाधिकार नहीं है, तो उसकी सेवायें समाप्त की जा सकेंगी।
- (4) ऐसा परिवीक्षाधीन व्यक्ति, जिसे उपनियम (3) के अधीन प्रत्यावर्तित कर दिया गया हो या जिसकी सेवायें समाप्त कर दी गयी हैं, किसी प्रतिकर का हकदार नहीं होगा।
- स्थायीकरण 21. स्थायीकरण उत्तराखण्ड राज्य के सरकारी सेवकों की स्थायीकरण नियमावली, 2002 (समय—समय संशोधित) के अनुरूप किया जायेगा।
- सेवा में नियुक्त व्यक्ति की ज्येष्ठता उत्तराखण्ड सरकारी ज्येष्ठता 22. सेवक ज्येष्ठता नियमावली, 2002 (समय-समय यथासंशोधित) के अनुसार निर्धारित की जायेगी।

भाग - सात

वेतन इत्यादि

- (1) सेवा के संवर्ग में किसी पद पर मौलिक रूप से नियुक्त 23. व्यक्तियों का अनुमन्य वेतनमान ऐसा होगा, जैसा सरकार द्वारा समय-समय पर अवधारित किया जाय।
 - (2) इस नियमावली के प्रारम्भ के समय वेतनमान परिशिष्ट—'क' में दिये गये हैं।
- परिवीक्षा अवधि 24. (1) मूल नियमों में किसी प्रतिकूल उपबन्ध के होते हुए भी परिवीक्षाधीन व्यक्ति को, यदि वह पहले से स्थायी सरकारी में वेतन सेवा में न हो, समयमान में उसकी प्रथम वेतनवृद्धि तभी दी जायेगी, जब उसने एक वर्ष की संतोषजनक सेवा पूरी कर ली हो तथा दूसरी वेतनवृद्धि दो वर्ष की सेवा के पश्चात परिवीक्षा अवधि पूर्ण किये जाने तथा स्थायी किये जाने पर ही दी जायेगी:

परन्तु यह कि यदि समाधान प्रदान करने में असफल रहने के कारण परिवीक्षा अविध बढ़ाई जाती है तो इस प्रकार बढ़ाई गयी अविध की गणना वेतनवृद्धि के लिए तब तक नहीं की जाएगी, जब तक कि नियुक्ति प्राधिकारी अन्यथा निर्देश न दें।

(2) परिवीक्षा के दौरान ऐसे व्यक्ति का वेतन, जो सरकार के अधीन पहले से ही पदधारण कर रहा है संगत मूल नियमों द्वारा विनियमित किया जायेगा,

परन्तु यह कि यदि समाधान प्रदान करने में असफल रहने के कारण परिवीक्षा अवधि बढ़ाई जाती है तो जब तक नियुक्ति प्राधिकारी अन्यथा निर्देश न दे, ऐसी बढ़ाई गयी अविध वेतनवृद्धि के लिए नहीं गिनी जायेगी।

(3) परिवीक्षा के दौरान ऐसे व्यक्ति का वेतन, जो पहले से ही स्थायी सरकारी सेवा में है, राज्य के कार्यों से सम्बन्धित सामान्य सेवारत सरकारी सेवकों पर लागू सुसंगत नियमों द्वारा विनियमित किया जायेगा।

भाग-आठ

अन्य उपबन्ध

पक्ष समर्थन 25.

किसी पद पर या सेवा में लागू नियमावली के अधीन अपेक्षित संस्तुति से भिन्न किसी संस्तुति पर चाहे लिखित हो या मौखिक, विचार नहीं किया जायेगा। किसी अभ्यर्थी की ओर से अपनी अभ्यर्थिता के लिये प्रत्यक्ष या अप्रत्यक्ष रूप से समर्थन प्राप्त करने का कोई प्रयास उसे नियुक्ति के लिये अयोग्य कर देगा।

अन्य विषयों का ^{26.} विनियमन

ऐसे विषयों के संबंध में, जो इन नियमों या विशेष आदेशों के अन्तर्गत न आते हों, सेवा में नियुक्त व्यक्ति राज्य के कार्य—कलापों के सम्बन्ध में सेवारत सरकारी सेवकों पर सामान्यतया लागू नियमों, विनियमों और आदेशों द्वारा नियंत्रित होंगे।

सेवा शर्ती का ²⁷. शिथिलिकरण जहां नियुक्ति प्राधिकारी को यह समाधान हो जाये कि सेवा में नियुक्त व्यक्तियों की सेवा की शर्तों को विनियमित करने वाले किसी नियम के प्रवर्तन से किसी विशिष्ट मामले में अनुचित किनाई होती हो, वहां वे, उस मामले में लागू नियमों में किसी बात के होते हुए भी, आदेश द्वारा, उस सीमा तक और ऐसी शर्तों के अधीन रहते हुए, जिन्हें वे मामले में न्यायसंगत और साम्यपूर्ण रीति से कार्यवाही करने के लिए आवश्यक समझें, उस नियम की अपेक्षाओं से अभिमुक्ति दे सकते हैं या उसे शिथिल कर सकते हैं: परन्तु, जहां नियम आयोग के परामर्श से बनाया गया हो, वहां उसके उपबन्धों को अभिमुक्ति देने या शिथिल करने से पूर्व अयोग से परामर्श आवश्यक होगा।

व्यावृत्ति 28.

इस नियमावली में किसी बात का कोई प्रभाव ऐसे आरक्षण और अन्य रियायतों पर नहीं पड़ेगा, जिसका इस सम्बन्ध में सरकार द्वारा समय—समय पर जारी किए गए आदेशों के अनुसार अनुसूचित जातियों, अनुसूचित जनजातियों, अन्य पिछड़ा वर्ग, आर्थिक रूप से कमजोर वर्गों तथा अन्य विशेष श्रेणियों के अन्यर्थियों के लिए उपबंधित किया जाना अपेक्षित हो।

आज्ञा से, शैलेश बगौली, सचिव।

परिशिष्ट—'क'
[कृपया नियम 4 का उपनियम (2) तथा नियम 23 का उपनियम (2) देखिए]

क्र0 सं0	पद नाम	वेतनमान	स्वीकृतं पदों की
			संख्या
1	उप महानिरीक्षक कारागार	लेवल-13 रू० 1,23,100-2,15,900	01
		. (ग्रेड वेतन रू० 8,700)	
2		लेवल-12 रू० 78,800-2,09,200	02
	श्रेणी—1	(ग्रेड वेतन रू० 7,600)	
3		लेवल11 रू० 67,7002,08,700	02
	श्रेणी—2	(ग्रेड वेतन रू० ६,६००)	
4	अधीक्षक कारागार	लेवल-10 रू० 56,100-1,77,500	09
		(ग्रेड वेतन रू० 5,400)	

परिशिष्ट-'ख'

[कृपया नियम 13 देखिए]

अधीक्षक कारागार के पद पर नियुक्ति के लिए अभ्यर्थियों की चिकित्सा परीक्षा के लिए <u>मापदण्ड</u>

- 1— उत्तराखण्ड सरकार के अधीन नियुक्ति के लिए यथा उपयुक्त होने के लिए अभ्यर्थी का अच्छा मानसिक तथा शारीरिक तथा अपनी नियुक्ति के कर्तव्यों के दक्षतापूर्वक अनुपालन में हस्तक्षेप करने के लिए सम्भाव्य किसी शारीरिक कमी से मुक्त होना चाहिए।
- 2— अधीक्षक कारागार पद पर भर्ती हेतु पुरूष एवं महिला अभ्यर्थियों के लिए न्यूनतम शारीरिक अर्हताएं निम्नवत् होंगी :—

7	ग —ऊंचाई	
	पुरूष अभ्यर्थी	महिला अभ्यर्थी
(1) सामान्य वर्ग व अन्य वर्ग	167.7 से0मी0	152 से0मी0
(2) अनुसूचित जनजाति	160 से0मी0	147 से0मी0
(3) पर्वतीय क्षेत्र	162.6 से0मी0	147 से0मी0

ख-सीने की माप (केवल	पुरूषों के लिए)	
,	बिना फुलाये	फुलाने पर
(1) अनुसूचित जाति व पर्वतीय क्षेत्र के अभ्यर्थी	76. 5 से0मी0	81.5 से0मी0
(2) सामान्य व अन्य अभ्यर्थी	78. 8 से0मी0	83.8 से0मी0
ग—शारीरिक वजन(केवल महिलाओं के लिए)	न्यूनतम् ४५ कि	0ग्रा0

3 — अधीक्षक कारागार पद पर नियुक्ति हेतु अभ्यर्थी की एक आंख 6/6 व दूसरी आंख 6/9 से कम दृष्टि की नहीं होनी चाहिए। अतः बिना चश्मे के दाहिने हाथ से काम करने वाले अभ्यर्थियों के लिए दांयी आंख की दृष्टि 6/6 और बांये हाथ से काम करने वाले अभ्यर्थियों की बांयी आंख की दृष्टि 6/6 होनी चाहिए और वर्णांधता/भैंगापन से पूर्ण रूप से मुक्त होना चाहिए।

अभ्यर्थी का सटा घुटना, सपाट पैर, बो लैग, वैरिकोजवेन, हकलाना, विकलांगता और अन्य विकृतियां व अन्य समस्याएं जो कारागार अधिकारी की ड्यूटी में किसी प्रकार की बाधा पैदा करें, को अयोग्य माना जाएगा।

उक्त सम्बन्ध में चिकित्सा परिषद द्वारा निर्धारित प्रतिवेदन में अभ्यर्थी के उपयुक्त होने का प्रमाण पत्र दिये जाने पर अभ्यर्थी को अन्तिम रूप से अधीक्षक कारागार सेवा में नियुक्ति प्रदान की जाएगी।

> आज्ञा से, शैलेश बगौली, सचिव।

In pursuance of the provision of clause (3) of Articles 348 of 'the Constitution of India', the Governor is pleased to order the publication of the following English translation of Notification No. 281293/XX-2/2025/1(05)/2023 E No 21649, dated March 11, 2025 for general information:

No. 281293/XX-2/2025/1(05)/2023 E No 21649

Dated Dehradun, March 11, 2025

NOTIFICATION

Miscellaneous

In exercise of the powers conferred by the proviso to article 309 of "the Constitution of India" and in supersession of all existing rules and orders on this subject, the Governor is pleased to make the following rules with an objective to regulate the recruitment and conditions of service of the persons appointed in service of Deputy Inspector General Prison, Senior Superintendent Prison and Superintendent Prison in the Uttarakhand Prison Department, namely:-

The Uttarakhand Prison Department, Deputy Inspector General Prison, Senior Superintendent Prison and Superintendent Prison Service Rules, 2025

PART-I

GENERAL

Short title and Commencement

1.

- (1) These rules may be called the Uttarakhand Prison Department, Deputy Inspector General Prison, Senior Superintendent Prison and Superintendent Prison Service Rules, 2025.
 - (2) It shall come into force at once.

Status of the Service

2. The Uttarakhand Prison Department, Deputy Inspector General Prison, Senior Superintendent Prison and Superintendent Prison service is a service which comprises of Group "A" and "B" posts.

Definitions

- 3. In these rules, unless there is anything repugnant in the subject or context:-
 - a. "Appointing Authority" means the Governor of, Uttarakhand;
 - b. "Citizen of India" means a person who is or is deemed to be a citizen of India under part-II of the Constitution of India:
 - c. "Constitution" means the Constitution of India;
 - d. "Commission" means the Uttarakhand Public Service Commission;
 - e. "Government" means the State Government of Uttarakhand;
 - f. "Governor" means the Governor of Uttarakhand;

- g. "Member of the Service" means a person substantively appointed under these rules or rules or orders before commencement of this rules;
- h. "Service" means the Deputy Inspector General Prison, Senior Superintendent Prison and Superintendent Prison Service of Uttarakhand Prison Department;
- i. "Substantive appointment" means an appointment, not being an ad hoc appointment, on a post in the cadre of the service and made after selection in accordance with the rules and, if there were no rules, in accordance with the procedure prescribed for the time being by executive instructions issued by the Government;
- j. "year of recruitment" means a period of twelve months commencing from the first day of July of the calendar year.

PART-II CADRE

Cadre of Service

4.

- The strength of the member in the service and each category of posts therein shall be such as may be determined by the Governor from time to time.
- 2. The strength of the member in the service and each category of posts therein shall, until orders varying the same are passed under sub-rule (1) as given in Appendix-"A":

Provided that-

- (i) The Appointing Authority may leave unfilled or the Government may hold in abeyance any vacant post, without thereby entitling any person to the compensation;
- (ii) The Appointing Authority may create such additional permanent or temporary posts in service as he may consider proper.

PART-III RECRUITMENT

Source of Recruitment

- 5. The recruitment on various categories of posts shall be made from the following sources:
 - a. Deputy
 By promotion, on the basis of
 Inspector
 Merit through departmental
 General Prison selection committee from amongst
 such substantively appointed

Senior Superintendent Prison grade-1. who have completed minimum four years of service as Senior Superintendent prison grade-1 on first July of recruitment year.

b. Senior Superintendent Prison Grade -1

By promotion, on the basis of seniority, through departmental selection committee subject to the rejection of unfit from amongst substantively such appointed Senior Superintendent Prison grade -2, who have completed minimum five years of service as Senior Superintendent grade-2 on first July of recruitment year.

- c. Senior
 - By promotion, on the basis of Superintendent seniority, through departmental Prison Grade-2 selection committee subject to the rejection of unfit, from amongst such substantively appointed permanent Superintendent Prison, who have completed minimum seven years of services Superintendent prison on first July of recruitment year.
- (d) Superintendent(i) Subject to the sub clause (ii) Prison recruitment in general cadre shall be made in following manner:-
 - (one) by direct recruitment on the basis of result of competitive examination conducted by Commission.
 - (two) By promotion, on the basis of seniority, subject to the rejection of unfit from amongst substantively appointed permanent Jailors, who have completed minimum five years of

services as Jailor on first day of recruitment year through the Commission:

Provided that recruitment shall be made in such order that 50% posts of cadre shall be filled by direct recruitment and 50% posts by promotion.

(ii) The Appointing Authority may, in exceptional circumstances in consultation with the Commission, make special or emergency recruitment in service on the basis of the result of a special examination conducted by the Commission. The educational qualification and age recruitment and the syllabus for such examination shall be such as may be determined by the public service commission with the prior approval of the Government. The candidates appointed on the basis of such examination for the purpose of these rules, shall be deemed to be appointed by direct recruitment under clause (d) (i) (one).

Reservation

6. Reservation for the candidates belonging to the Scheduled Castes, Scheduled Tribes, Others Backward Classes, Economically Weaker Sections and other category belonging to the State of Uttarakhand shall be in accordance with the orders of the Government in force at the time of the recruitment.

PART-IV QUALIFICATIONS

Nationality

- 7. A candidate for direct recruitment to any post in service must be-
 - (a) A citizen of India; or
 - (b) A Tibetan refugee who came over to India before the 1st January, 1962 with the intention of permanently settling in India; or

(c) a person of Indian origin who has migrated from Pakistan, Myanmar, Sri Lanka or any of the east African countries of Kenya, Uganda and the United Republic of Tanzania (formerly Tanganyika and Zanzibar) with the intention of permanently settling in India:

Provided that a candidate belonging to category (b) or (c) mentioned above must be a person in whose favor a certificate of eligibility has been issued by the Government:

Provided further that a candidate belonging to category (b) shall also be required to obtain certificate of eligibility granted by the Inspector General of Police, Intelligence Branch, Uttarakhand:

Provided also that if a candidate belongs to category (c) mentioned above, no certificate of eligibility shall be issued for a period of more than one year and the retention of such a candidate in service beyond a period of one year, shall be subject to his acquiring Indian citizenship.

Note:- A candidate in whose case certificate of eligibility is necessary but the same has neither been issued nor rejected, may be admitted to an examination or interview and he may also be provisionally appointed subject to the necessary certificate being obtained by him or issued in his favour.

Academic Qualification

8. For direct recruitment, it is necessary that a candidate should possess a graduate degree in any discipline from a University established by law in India or any other qualification recognized by the Government as equivalent thereto.

Preferential Qualification

- 9. (1) A candidate who has:-
 - (a) served in the Territorial Army for a minimum period of two years; or
 - (b) obtained a "B" or "C" certificate of National Cadet Corps,

shall, other things being equal, be given preference in the matter of direct recruitment.

Age

10. In direct recruitment, age of candidates shall be determind according to the provision vested in Uttarakhand Recruitment to Service (age limit) rules, 2014 (as amended from time to time):

Provided that the upper age limit in the case of candidates belonging to the Scheduled Castes, Scheduled Tribes, Economically weaker sections and such other categories of the State of Uttarakhand as may be notified by the Government from time to time shall be greater by such number of years as may be specified by State Government.

Character

11. The character of a candidate for direct recruitment to a post in the service should be such that he is suitable in all respects for employment in Government service. The Appointing Authority shall satisfy himself in this regard.

Note- A person dismissed by the Union Government or a State Government or by a local authority or a corporation or Body shall not be eligible for appointment to any post in the service, a persons convicted of an offense involving moral turpitude shall also be ineligible.

Marital Status

12. A male candidate who has more than one wife living and a female candidate who has married a man already having a wife living or who has more than one husband living shall not be eligible for appointment to a post in the service:

Provided that the Governor may, if satisfied that there exist special ground for doing so, exempt any person from the operation of this rule.

Physical Fitness

13. No candidate shall be appointed to a post in the service if he is medically and physically unfit and not free from any physical defect likely to interfere with the efficient performance of his duties. Before a candidate is approved for appointment he shall be required to pass a examination of medical board, for which criteria is mentioned in Appendix-B

Provided that in order of section 33, the posts identified for this and the categories identified under section 34 of the Rights of Persons with Disabilities Act, 2016 (Act No. 49 of 2016), the disabled shall not be denied for appointment as per rules:

Provided further that a medical certificate of fitness shall not be required from a candidate recruited by promotion.

PART-V

PROCEDURE FOR RECRUITIMENT

Determination of vacancies

14. The Appointing Authority shall determine number of vacancies to be filled during the course of the year and also the number of vacancies to be reserved for candidates belonging to Scheduled Castes, Scheduled Tribes, Other Backward Classes, Economically Weaker Sections and Other Categories belonging to State of Uttarakhand under rule 6 and shall intimate to the Commission.

Procedure for direct recruitment

- 15.
- (1) The Appointing Authority while enumerating the vacant posts shall provide the requisition on the determined form for recruitment, in which the post reserved against the vertical and horizontal reservation shall be calculated, to the Uttarakhand Public Service Commission.
- (2) Application for permission to appear in the competitive examination shall be invited in prescribed form by the commission. Application form may be obtained from the Secretary of commission on payment of determined fees.
- (3) After the results of the written examination have been received and tabulated the commission shall having regard to the need for securing due representation of the candidates belonging to the Scheduled Castes. Scheduled Tribes. Backward Class and Economically Weaker Section and Other Categories under rule 6, on the basis of the result of the written examination, such candidates shall be called for interview, who have obtained marks as for the standard fixed by the Commission in this regard. The marks obtained by each candidates in the interview shall be added to the marks obtained in written examination.
- (4) The commission shall prepare a list in order of merit revealed by the aggregate marks obtained by each candidate in written examination and interview and shall recommend for appointment such number of candidates as it considers eligible for appointment. If the aggregate marks obtained by two or more candidates are equal, candidate scoring more marks in the written examination shall be placed higher in the list. The Commission shall forward the list to Appointing Authority.

Examination scheme, syllabus and rules for related competition examination shall be prescribed by Commission from time to time, with prior approval of the Government.

Procedure for recruitment by promotion

- 16. Recruitment by promotion shall be done on the following basis:-
 - (1) Promotion on the post of Deputy Inspector General prison shall be made on the basis of "merit" through following Selection Committee:-
 - (a) Additional Chief Secretary/ Principal Secretary/Secretary Home and Prison Department,
 Uttarakhand Government Chairman;
 - (b) Secretary, Personnel Department or a person nominated by him ,who is not below the rank of Additional Secretary -Member;
 - (c) Head of Department/Inspector General, Department of Prison Administration and Correction Service, Uttarakhand Member.
 - (2) Promotion on the post of Senior Superintendent Prison grade-1 and Senior Superintendent Prison grade-2 on the basis of "seniority", subject to rejecting the unfit, shall be made through following Selection Committee:-
 - (a) Additional Chief Secretary/ Principal Secretary/Secretary Home and Prison Department, Uttarakhand Government - Chairman;
 - (b) Secretary, Personnel Department or a person nominated by him, who is not below the rank of Additional Secretary-Member;
 - (c) Head of Department/InspectorGeneral, Department of Prison Administration and Correction Service, Uttarakhand Member.
 - (3) Recruitment by promotion on the post of superintendent prison on the basis of seniority, subject to rejecting the unfit shall be made according to the Uttarakhand Promotion by Selection in Consultation with Public Service Commission (Procedure) Rules, 2003, (as amended from time to time).

List for promotion

17.

Promotion on the posts mentioned in aforesaid rule 16 shall be made according to the Uttarakhand Promotion by Selection (on the posts outside the purview of the Public Service Commission) Eligibility List Rules, 2003 (as amended from time to time), the Uttarakhand Government Servants (Criterion for Recruitment by Promotion) Rules, 2004 (as amended from time to time), the Uttarakhand Procedure of Selection by Promotion in State Services (on the posts outside the purview of the Public Service Commission), 2013 (as amended from time to time) and any other rules prevailing at the time in this regard.

Combined selection 18. list

If in any year the appointments are to be made both by direct recruitment and by promotion, a combined list shall be prepared by taking names from the relevant lists in such a way that the prescribed percentage is maintained. The first name in the list shall be that of the person appointed by promotion.

PART-VI

APPOINTMENT, PROBATION, CONFIRMATION AND SENIORITY

Appointment 19.

- (1) The Appointing Authority shall make appointments by taking the names of the candidates in the same order in which they appear in the list prepared under rule 15, 16, 17 and 18, as the case may be.
- (2) Where in any year of recruitment appointments are to be made both by direct recruitment and by promotion, regular appointments shall not be made until selections have been made from both the sources and a combined select list has been prepared in accordance with rule 18.
- (3) If more than one order of appointment are issued in respect of any one selection a combined order shall also be issued, mentioning the names of the persons,

in order of seniority, as determined, in the selection, or as the case may be, as it stood, in the cadre, from which they are promoted, if appointments are made by both direct recruitment and promotion then the name shall be numbered in the rotation specified in rule 18.

Probation

20.

- (1) A person on substantive appointment to a post in the service shall be placed on probation for a period of two year.
- (2) The Appointing Authority may, for reasons to be recorded, extend the period of probation in individual cases specifying the date up to which the period is extended:

Provided that, except exceptional circumstances, the period of probation shall not be extended beyond one year and not more than two years in any circumstances.

- (3) If it appears to the Appointing authority at any time during or at the end of the period of probation or extended period of probation that a probationer has not made sufficient use of his opportunities, he may be reverted to his substantive post, if any or if he does not have any lien on any post, his services may be dispensed with.
- (4) A probationer who is reverted or whose services are dispensed with under sub-rule (3) shall not be entitled to any compensation.

Confirmation

21.

The confirmation shall be made in accordance with the Uttarakhand State Government Servant Confirmation Rules, 2002 (as amended from time to time).

Seniority

22.

The seniority of persons appointed on a substantive post in service shall be determined in accordance with the provisions of Uttarakhand Government Servants Seniority Rules, 2002 (as amended from time to time).

Part-VII PAY SCALE Etc.

Pay scale

23.

- (1) The scale of pay admissible to persons substantively appointed to the various categories of posts in the service shall be such as may be determined by the Government from time to time.
- (2) The scale of pay at the time of the commencement of these rules shall be according to Appendix

Pay during 24. probation

(1) Notwithstanding any provisions in the Fundamental Rules to the contrary, a person on probation if he is not already, in permanent Government Service, shall be allowed his first increment in the time scale when he has completed one year of satisfactory service and second increment after two years service when he has completed the probation period and is also confirmed:

Provided that if the period of probation is extended on account of failure to give satisfaction such extension shall not count for increment unless the Appointing Authority directs otherwise.

(2) The pay during probation of a person who was already holding a post under the Government shall be regulated by the relevant fundamental rules:

Provided that if the period of probation is extended on account of failure to give satisfaction such extension shall not count for increment unless the Appointing Authority directs otherwise.

(3) The pay during probation of a person already in permanent Government Service shall be regulated by the relevant rules, applicable generally to Government servants serving in connection with the affairs of the State.

PART-VIII OTHER PROVISIONS

Canvassing

25. No recommendation, either written or oral, other than those required under the rules applicable to the Post or

Service shall be taken into consideration. Any attempt on the part of a candidate to enlist support directly or indirectly for his candidature shall disqualify him for appointment.

Regulation of other matters

26.

27.

In relation to such subjects, which do not fall under these rules or special orders, the persons employed in the service shall be regulated by the rules, regulations and orders generally applicable to the serving Government servants related to the affairs of the State.

Relaxation from the conditions of service

Where the State Government is satisfied that the operation of any rule regulating the conditions of service of persons appointed to the service causes undue hardship in any particular case, it may, notwithstanding anything contained in the rules applicable to the case, by order, dispense with or relax the requirements of that rule to such extent and subject to such conditions as it may consider necessary for dealing with the case in a just and equitable manner:

Provided that where any rule is made in consultation with commission, than before dispensing with or relaxing from requirement of rule Commission shall be consulted.

Saving

28. Nothing in these rules shall affect reservations and other concessions required for the candidates belong to Scheduled Castes, Scheduled Tribes, Other Backward Categories, Economically Weaker Sections and other categories of persons in accordance with the orders of the Government issued from time to time in this regard.

By Order,

SAILESH BAGAULI,
Secretary.

Appendix-A
[Please see sub rule(2) of rule 4 and sub rule(2) of rule 23]

S. N.	Name of Post	pay scale	approved total posts
1	Deputy Inspector General Prison	Level-13 Rs. 123,100 - 2,15,900 (Grade pay 8700)	01
2		Level-12 Rs. 78,800 - 2,09,200 (Grade pay 7600)	. 02
3	Senior Superintendent Prison grade-2	Level-11 Rs. 67,700 - 2,08,700 (Grade pay 6600)	02
4	-	Level-10 Rs. 56,100 - 1,77,500 (Grade pay 5400)	09

Appendix-B [Please see rule 13]

Criteria for medical examination of candidates for appointment on the post of Superintendent Prison:

- 1- To be fit for appointment under the Government of Uttarakhand a candidate must be in good mental and physical condition and free from any physical defect likely to interfere with the efficient performance of the duties of his appointment.
 - 2- The minimum physical qualification for male and female candidates on the post of Superintendent Prison-

	A- Height	
	Male candidates	Female candidates
(1) General category and other category	167.7 cm.	152 cm.
(2) Scheduled Castes	160 cm.	147 cm.
(3) Hilly area	162.5 cm,	147 cm.
B- Meas	urement of chest (only fo	r male)
	without expansion	with expansion
(1) Scheduled Castes and hilly area candidates	76.5 cm.	81.5 cm.
(2) General and other candidates	78.8 cm.	83.8 cm.
C- Body weight (only for Micemale)	nimum 45 Kg.	

3- For the appointment to the post of Superintendent Prison, the candidate should not have vision less than 6/6 in one eye and 6/9 in other eye. Therefore, without glasses, for right handed candidate the vision of right eye should be 6/6 and for left handed candidates, the vision of the left eye should be 6/6 and should be free from color blindness / megapiness.

Blocked knee, flat foot, bow legs, varicose vein, stammering, disability and other deformity and other problems of candidate which may interfere with the performance of duties as prison officer shall be considered as disqualified.

In that regard, on providing certificate of suitability of candidate in report determined by medical board candidate shall be finally given appointment in Superintendent Prison service.

By Order,

SAILESH BAGAULI,

Secretary.

माध्यमिक शिक्षा अनुभाग-4

अधिसूचना

17 मार्च, 2025 ई0

संख्याः 354/XXIV-4/2025—10(10)2022—श्री राज्यपाल, उत्तराखण्ड विद्यालयी शिक्षा अधिनियम, 2006 की घारा 18 की उपघारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुये उत्तराखण्ड विद्यालयी शिक्षा परिषद् विनियम, 2009 में अग्रेत्तर परिष्कार करने की दृष्टि से निम्नलिखित विनियम बनाते हैं, अर्थात :—

उत्तराखण्ड विद्यालयी शिक्षा परिषद् (परिष्कार) विनियम, 2025

संक्षिप्त नाम और प्रारम्भ

- (1) इस विनियम का संक्षिप्त नाम उत्तराखण्ड विद्यालयी शिक्षा परिषद् (परिष्कार) विनियम. 2025 होगा।
 - (2) यह तुरन्त प्रवृत्त होगा।

अध्याय—बारह के विनियम 14 का संशोधन 2. उत्तराखण्ड विद्यालयी शिक्षा परिषद् विनियम, 2009 के अध्याय—बारह के विद्यमान विनियम 14(7)(ग) में "उक्त के अतिरिक्त निम्न संस्थान भी मान्यता प्राप्त सूची में सम्मिलित है" में क्रमांक—9 के पश्चात् निम्नलिखित क्रमांक जोड़ दिया जायेगा, अर्थात् :—

"10 कक्षा—10 (हाईस्कूल) परीक्षा उत्तीर्ण करने के उपरान्त उत्तराखण्ड प्राविधिक शिक्षा परिषद द्वारा संचालित तीन वर्षीय पालिटेक्निक डिप्लोमा परीक्षा उत्तीर्ण को उत्तराखण्ड विद्यालयी शिक्षा परिषद् की कक्षा—12 (इण्टरमीडिएट) उत्तीर्ण की समकक्षता होगी।"

आज्ञा से, रविनाथ रामन, सचिव।

पेयजल एवं स्वच्छता अनुभाग-1

विज्ञप्ति / सेवानिवृत्ति

30 जनवरी, 2025 ई0

संख्याः 46/2025-82645/2025-श्रीमती नीलिमा गर्ग, मुख्य महाप्रबन्धक, उत्तराखण्ड जल संस्थान, देहरादून जिनकी जन्मतिथि अभिलेखानुसार दिनांक 01.06.1965 है, की 60 वर्ष की अधिवर्षता आयु दिनांक 31.05.2025 को पूर्ण हो रही है। अतः श्रीमती नीलिमा गर्ग दिनांक 31.05.2025 के अपरान्ह से उत्तराखण्ड जल संस्थान की सेवाओं से सेवानिवृत्त हो जायेंगे।

दिनेश कुमार पुनेठा, अनु सचिव।

पी०एस०यू० (आर०ई०) 14 हिन्दी गजट/110–भाग 1–2025 (कम्प्यूटर/रीजियो)।



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की, शनिवार, दिनांक 05 अप्रैल, 2025 ई0 (चैत्र 15, 1947 शक सम्वत्)

भाग 1-क

नियम, कार्य-विधियां, आज्ञाएं, विज्ञप्तियां इत्यादि जिनको उत्तराखण्ड के राज्यपाल महोदय, विभिन्न विभागों के अध्यक्ष तथा राजस्व परिषद् ने जारी किया

HIGH COURT OF UTTARAKHAND, NAINITAL

NOTIFICATION

February 25, 2025

No. 26/XIV-73/Admin.A/2003--Shri Kanwar Amninder Singh, 1st Additional District & Sessions Judge, Haldwani District Nainital, is hereby sanctioned <u>earned leave for 10 days w.e.f. 09.12.2024 to 18.12.2024</u> with permission to prefix 08.12.2024 as Sunday holiday.

NOTIFICATION

February 25, 2025

No. 27/XIV-a -44/Admin.A/2008--Shri Narendra Dutt, District & Sessions Judge, Bageshwar is hereby sanctioned <u>earned leave for 18 days w.e.f. 19.06.2024 to 06.07.2024</u> with permission to suffix 07.07.2024 as Sunday holiday.

By Order of Hon'ble the Administrative Judge,

Sd/-

Registrar (Inspection).

OFFICE OF THE DIRECTOR GENERAL MEDICAL HEALTH & FAMILY WELFARE (C.M.S.D. SECTION) UTTARAKHAND, DEHRADUN

NOTIFICATION NO 03/2024 (M)

RATE CONTRACT OF MEDICINES

December 20, 2024

Letter No. 15 P/Store/53/2023/30626--In exercise of the power delegated in G.O. No 712/XXVIII-3-2019-15/2019 dated 27-09-2019 the rate contract of medicine mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for the supply in the state Government in Medical & Health services Department for the period ending on the following terms and conditions;

- 1. The firms shall made supplies in manufactures original packing as indicated in column-3 of Annexure B for name of makes unless
- 2. otherwise stated. The supplying firms will be required to clearly mention on the label the name of the manufacturer.
- 3. The firms will have to give a written warranty in accordance with drugs Act 1940 Rule 19 Para3 (8) to the effect that supplies confirm to the approved standard prescribed in the Drugs rule 1940 enforced and as given in this notifications.
- 4. Indenting Officers may place order direct on these firms as mentioned is attached Annexure A and B.

5. Delivery Schedule

The Purchaser requires that the medicine, surgical items and chemicals under the Rate Contract shall be delivered within six (06) weeks starting from the date of signing of the Purchase order.

6. All the Medicines/surgical items and chemicals to supply, shall not be older than 1/6th of interval of manufacturing and expiry date i.e. to say, if any medicine expires after 3 years of its manufacturing date, then at the time of supply the manufacturing date should not be more than 6 months old. Vaccines, biological products and imported medicines/surgical items, the remaining life should be 3/5th (60 %). In special circumstances, with approval of Director General, MH&FW, an exemption of 3 months may be accepted with the condition that if any of the item(s) may not be used before the date of expiry, the Bidder shall replace remaining quantity of such items, but remaining life of such items should be more than 50 %, for which Bidder had submitted an affidavit.

7. Packing of medicines/drugs/vaccines

- 6.1 Outside the cartons, all other type of packing's, each vials, ampoules, bottles, medicines & capsule's sterilized safe packing's, the supplier should clearly print U.K. GOVT. SUPPLY, NOT FOR SALE" with indelible ink.
- 6.2 The Supplier shall provide such packing of the Medicine, surgical items and chemicals as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Medicine, surgical items and chemicals' final destination and the absence of heavy handling facilities at all points in transit.

6.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

8. Transportation

Where the Supplier is required under the Contract to transport the Medicine, surgical items and chemicals to a specified place of destination i.e. consignee with in Uttarakhand, transport to such place of destination/consignee in Uttarakhand including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

9. Quality of medicines

- 8.1 The Supplier shall mandatorily submit in house test report at the time of supply of medicine(s), surgical item(s) and chemical(s) for all the batches.
- 8.2 All medicine, surgical items and chemicals found of below standard shall be the responsibility of the Supplier.
- 8.3 Samples of all the batches of medicine, surgical items and chemicals supplied under Contract, shall be tested at reputed Government approved laboratories/institution.
- 8.4 Maximum permissible limit of the size of tablets, capsules, injection, syrup, iv fluids etc shall be up to rupees 1.0 lakh quantity-2 batches, above 1.0 lakh and up to 3 lakh quantity-5 batches, above 3.0 lakh and up to 5 lakh quantity-7 batches and above 5.0 lakh, -1 batch per lakh quantity. The cost incurred on above quality testing shall be borne by the Purchaser. If Supplier supplies medicines beyond above limit, additional cost incurred on the quality testing shall be deducted from the Bills of the Supplier.
- 8.5 The Supplier supplying vaccines, serum and biological products shall mandatorily submit a quality assurance certificate from Government laboratory.
- 8.6 If supplied medicine, surgical items and chemicals are found below standard in testing, the supplier shall have to replace the full stocks of Indent / ordered medicine, surgical items and chemicals quantity, with fresh standard quality medicine, surgical items and chemicals, within 60 days, even if some part of the drug from received stock has been consumed.
- 8.7 Besides this, the Purchaser will be free to take actions against the Supplier for any compensation.
- 8.8 The Supplier may be blacklisted and/or debarred, for a product purchased by indenter, is declared SUB STANDARD, for producing wrong documents, non supply of medicine, surgical items and chemicals under contract or any other errors. The duration of blacklist and/or debar shall be for 3 years.
- 8.9 If supplied medicine, surgical items and chemicals are found of below standard in testing, in such case all the cost incurred in testing will be borne by the Supplier.

10. Payments

Payment for Medicine, surgical items and chemicals and Services shall be made as follows:

9.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate copies describing, as appropriate, the Medicine, surgical items and chemicals delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract.

- 9.2 In case the consignee is other than I/C Central Ware House Dehradun, then the invoice/bill, in triplicate should have receiving from the consignee(s), along with stock book page entry, duly verified, signed and stamped by consignee(s).
- 9.3 Ninety percent (90%) of the contract price shall be paid within one month of receipt of Invoice as described above of Medicine, surgical items and chemicals from the consignee (s)
- 9.4 The invoice shall be raised after complete supply of the Medicines, Surgical Items and Chemicals etc. as per the Purchase Order. Part payment will not be done for a Purchase Order.
- '9.5 From the supplied product the purchaser will collect samples of all batches on random basis and these samples shall be sent to the State government approved testing center Laboratories. After receiving the successful test results i.e. found of standard quality, the balance payment of 10% shall be released within 30 days.
- 9.6 After opening of each Bid and up to the Contract Period, any change in the tax rates shall be applicable as per the Government Orders.
- 9.7 Those manufacturer or supplier who does not have Depot/C&F in Uttarakhand, they can supply their product only after they enter into a contract with a local distributor, and will supply their product through such distributor. The bill will be accepted from distributor of Uttarakhand State only.

11. Delays in Supplier's performance

- 10.1 Delivery of the Medicine, surgical items and chemicals and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements/ purchase order.
- 10.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Medicine, surgical items and chemicals and performance of Services, the Supplier shall promptly notify the Purchaser in writing about the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, but to a maximum of 21 days.

12. Liquidated damages

If the Supplier fails to deliver any or all of the Medicine, surgical items and chemicals or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, 0.5% per week shall be deducted of the cost of Medicine, surgical items and chemicals on unperformed Services which are not supplied/performed as per the time schedule. Maximum deduction shall be 10 % of total cost of Contract amount and DG, Medical Health shall be intimated for, further actions which may be termination of the Contract and the Performance Security of the Bidder may be forfeited whole or proportionate.

13. Force majeure

- (A) The Supplier shall not be liable to forfeit its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such

- events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (C) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 14. The supplying firms will Emboss/Print U.K.G Supply Not for Sale will be printed on each label of the Bottle/Vials/Strips/Boxes or Cartons etc. No supplies should be accepted if such embossing & Printing is not done on the supplies.
- 15. Every care has been taken to see that rates quoted and approved have been correctly notified in the Notification but in case of any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. DG Medical Health under registered cover latest within a month so that necessary action may be taken.
- 16. The Firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.
- 17. The firms should also certify on the bills that the supplies are according to specification and the makes approved by the Director General Medical Health & F.W. Uttarakhand and are in accordance with the latest DRUG ACT.
- 18. The attention of the Indenting Officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms includes unapproved items in their lists of approved items. It is responsibility of the Indenting Officers to consult the Gazette Notification before placing the actual order and see that the order for only approved items is placed. Such cases of misrepresentation should immediately be brought to the notice of Director General of Medical Health & F.W. Uttarakhand (CMSD) Dehradun sending copy of the list printed, by the particular firms. In case any firm is found doing so, strict action will be taken against them and their names will be deleted from Rate Contract without any notice to them and in addition they may be debarred.
- 19. No Assistance will be provided for release of the raw material or procurement of import license.
- 20. The Director General Medical Health & F.W. Uttarakhand CMSD Dehradun reserves the right to call Tender for Quantity Contract or parallel Rate contract and also to finalize them at any time during the period of the rate contract.
- 21. It will be condition of the contract that although during the currency of the contract the price approved in this rate Contract arrangement will remain firm but however in the event of prices going down the contractor will promptly furnish such information to enable this office to amend the contracted rates for supplies at Rate lower than the rate contract, the attention of the firm is drawn to it.
- 22. Director General Medical Health & F.W. Uttarakhand Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the item quoted as own made are actually manufactured by them.
- 23. All supplies shall have to be made strictly confirming to approved specification in accordance with the latest drug Act and Drug Act 1940.
- 24. If, during the Contract period, the Firm under Contract supplies any Medicine(s), Surgical Item(s) or Chemical(s), to any individual, institution, organization, state or any department or organization of

Gol and/or State at the rate lesser than the rate under Rate Contract, in such case the Firm shall immediately inform the Director General Medical Health &F.W. Uttarakhand Dehradun and supply at the same reduced rate. The above stipulation will not however apply

- a. Exports by the Contractor.
- b. Sale of goods as original goods at a price lower than the price charged for normal replacement.
- 25. Supplies must be completed within six weeks (42 days) from the date of issue of the Purchase Order from the Indenting Officers. If the Firm does not supply within six weeks (42 days) time from the date of issue of the Purchase Order from indenting officer, a further period can be extended up to three weeks if the firm apply for such extension before the expiry of six weeks (42 days) time giving valid satisfactory reasons. In case of non supply, the names of such defaulting firms should be intimated to CMSD section of the Directorate by registered post so that the necessary action against the firm.
- 26. All supplies shall be made as per IP/BP or USP/BPC whenever this has been Omitted due to printing error wise it shall be or other as per IP and in its absence BP taken for all purpose that supplies are to make as per IP.
- 27. Director General Medical Health &F.W. Uttarakhand Dehradun authorizes the Drug controller of the State his access him to prosecute and take suitable action against firms defaulting as per drug act or per terms of contract.
- 28. During the pendency of contract if the license is withdrawn or any other action is taken by Drug Controller or his agent etc. the contract shall automatically come to a close with the firm. Against whom the action is being taken, firms shall see that they have valid drug license for the products approved in their favour and which they may supply during its pendency else they themselves shall be responsible for the same.
- 29. In the event of the prices being gone dawn the contracting firm may please intimate the same to the Director General Medical of Health services Uttarakhand Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting Officers of the State. In case such information is received from the contracting firm that they are selling items approved in their favour at reduce rates either in open market or anywhere else. The Director General Medical Health & F.W. Uttarakhand Dehradun reserves the right to cancel the items of entire contract finalized with them and to debar the firm from further tendering.
- 30. This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD, tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately)
- 31. The Indenting Officers are advised to report the damages /defects notice in supplies to suppliers for notification repair replacement as the case may be, within fifteen days of the receipt / of the material.
- 32. In case of any complaint against the supplier for delay in supplies or defective supplies etc. The Indenting Officers are advised to report the matter under registered post to the Director General Medical Health & F.W. Uttarakhand Dehradun (CMSD) Section promptly for necessary action by registered post/e-mail.

TARA ARYA,

Director General.

NOTIFICATION No. 03/2024 [M]

Enclosure of Notification no.15P/Store/53/2023/30626 Dated 20 December, 2024

ANNEXURE 'A'

SN	Name of Firm	Phone No./Fax No. & E-mail				
1	M/s Abbott India Ltd, Flot 15 16 Godrej BMC Plot No. C 88 Block C Bandra Kurla Complex Bandra East, Mumbai.400051	Tel no/(M no.) .: 91-22-50461000/2000, 9987072315 e-mail: webmasterindia@abbott.com				
2	M/s Bajaj Healthcare limited, 602-606, 6th Floor, Bhoomi Velocity Infotech park, Plot no B-39, Road no 23, Above ICICI bank, Wagle Industrial Estate, Thane- (W)- 400604	Tel no/(M no.) .: 022-66177400, 9324291478 e-mail: webmasterindia@abbott.com				
3	M/s Cipla limited Cipla House Peninsula Business Park, Ganpatrao Kadam Marg, Lower Parel, Mumbai- 400 013.	Tel no/(M no.) .: 022-24826000, 9506692389, 9814774123 e-mail: institution@cipla.com, prashant.guptal@cipla.com				
4	M/s Higgs Healthcare Khasara no 480/1, Bhatolikalan, Baddi (HP)	Tel no/(M no.) .:7807833317, 7807833343 e-mail: higgshealthcare@gmail.com, care@higgs.co.in				
5	M/s Jpee Drugs, Plot no 53, Sector 6A, IIE Sideul, Haridwar-249403, Uttarakhand	Tel no/(M no.) .: 9808444633 e-mail: jpeedrugs@yahoo.com, jpeedrugs@gmail.com				
6	M/s MCW Healthcare, 501, Rafeal Tower, 8/2, Old Palasia, Indore-452 001.	Tel no/(M no.) .: 9200002228 e-mail: k.gehlot@mcwhealthcare.com				
7	M/s Novo Nordisk India Private Ltd., Plot No. 32, 47-50, EPIP Area, Whitefield, Bangalore- 560 066	Tel no/(M no.) :: 91-8040303200, 9934300408 e-mail: institutionsales@novonordisk.com, prindia@novonordisk.com				
8	M/s Pfizer Limited, The Capital Plot No. C-70 G, Block Bandra Kurla Complex, Bandra East, Mumbai- 400 051.	Tel no/(M no.) .: 91-22-66932000, 7753934780 e-mail: governmenttenderpfizer@pfizer.com, contactus.india@pfizer.com				
9	M/s Sanofi Healthcare, Sanofi House, CTS No 117-B, L &T Business Park,Saki Vihar Road; Powari, Mumbai- 400 072.	Tel no/(M no.) .: 91-22-28032000, 9312403063 e-mail: institution.business@sanofi.com, shipi@sanofi.com				

10	M/s Sanofi India Limited, Sanofi House, CTS No 117-B, L &T Business Park, Saki Vihar Road, Powari, Mumbai- 400 072.	Tel no/(M no.): 91-22-28032000, 9312403063 e-mail: institution.business@sanofi.com, igrc.sil@sanofi.com
11	M/s Themis Medicae Limited, 11/12, Udyog Nagar, S.V. Road, Goreagaon (West), Mumbai- 400 104	Tel no/(M no.) .: 022-67607080, 09022951026 e-mail: instmgr@themismedicare.com
12	M/s Unimarck Healthcare Limited, S-49, Rajouri Garden, New Delhi- 110027.	Tel no/(M no.) .: 011-45183300/12/11, 9810777305 e-mail: uhl2000@gmail.com, sinha.sushilsks@gmail.com
13	M/s Primus Pharmaceuticals Corporate off: Plot no. 5, Nanak Pura, Kuldeep Nagar, Ambala Cantt. 133001, Haryana	Tel no/(M no.) .: 9354576937, 9034004055, 7056797055 e-mail: tenders@primuspharmaceutical.com, marketing@primuspharmaceutical.com,
14	M/s Ultra Drugs Pvt ltd, H.no. 1201, Sector-22 B, Chandigarh- 160022	Tel no/(M no.) .: 7807887915, 7807887915, 9711945497 e-mail: orders@ultradrugs.co.in, orders.unit2@ultradrugs.co.in
15	M/s Mitra Industries Pvt Itd 14/4, Delhi Mathura Road, Faridabad- 1213003, Haryana	Tel no/(M no.) .: 91-129-2271068/69, 4099300 e-mail: customersupport@mipl.in

ANNEXURE 'B'

Enclosure of Notification no.15P/Store/53/2023/30626

Dated 20 December, 2024

List of medicines/items approved in Rate Contract, validity period and description of Consignee

VALID FROM 20-12-2024 to 19-12-2026

	The of medicines	Pack form	Name of firm	Rate per unit (per tab/Cap/amp/ vial/phia l/bottle) without taxes at F.O.R. Destination in Uttarakhand (In INR only)	Tax/Duties (INR)	Rate per unit (per tab/Cap/amp/vial/ phial/ bottle) With Tax for F.O.R. Destination in Uttarakhand (including all taxes) (in INR only)	Consigned State DrugWare House
	2	. 3	4	5	6	7	8
2	Influenza Vaccine Injection 0.5 ml Pre-filled Syringe	0.5 ml Syringe	Abbott India Limited	525.00	26.26	551.26	F.O.R
3	Ketamine Injection 50 mg/ml Neostigmine 2.5 mg/5	10 ml Vial	Themis Medicare Limited	74.50	8.94	83.44	F.O.R
	ml+glycopyrolate 0.5	5 mł Vial	Themis Medicare Limited	32.00	3.84	35.84	F.O.R
4	Pentazocine Injection 30 mg/ml	I ml Amp	Themis Medicare	18.90	2.26	21.16	F.O.R
5	Feracrylum gel 1% 15 gm tube	15 gm tube	Themis Medicare Limited	56.00	6.72	62.72	F.O.R
6	Feracrylum 1%w/v 100 ml bottle	100ml bottle	Themis Medicare	179.00	21.48	200.48	F.O.R
7	Feracrylum 3% w/w 10cmx10cm tulle	10cmx10cm tulle	Themis Medicare Limited	30.38	3.64	34.02	F.O.R
8	Ciprofloxacin Injection . 200 mg/100 ml	100 ml Bottle	Higgs Healthcare	12.30	1.48	13.78	F.O.R
9	Metronidazole Injection 500 mg/ 100ml	100 ml Bottle	Higgs Healthcare	9.20	1.10	10.30	F.O.R
	Sodium Chloride Injection 100ml/Bottle	100ml Bottle	M/s Higgs Healthcare	9.30	1.12	10.42	F.O.R
	Aspirin Delayed Release Tablets (enteric coated) 75 mg	1X14	Bajaj Healthcare Limited	0.25	0.03	0.28	F.O.R
	Aspirin Tablets 150 mg	1X14	Bajaj Healthcare Limited	0.40	0.05	0.45	F.O.R
	Salicylic acid + lactic acid solution (17%w/v+17%w/v)	10 ml phial	M/S JPEE DRUGS	31.00	3.72	34.72	F.O.R

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14	Neomycin + Clotrimazole ear drop	5 ml phial	M/S JPEE DRUGS	15.00	1.80	16.80	F.O.R
15		1X10	M/S JPEE DRUGS	2.65	0.32	2.97	F.O.R
16	Etophylline+Theophylline 150 mg SR Tablet	IX10	M/S JPEE DRUGS	1.55	0.18	1.73	F.O.R
17	Potassium Citrate syrup	200 ml bottle	M/S JPEE DRUGS	40.00	4.80	44.80	F.O.R
18	Oseltamivir 30 mg capsule	lx10	M/S JPEE DRUGS	5.55	0.66	6.21	F.O.R
19	Oseltamivir 45 mg capsule	1x10-	M/S JPEE DRUGS	7.05	0.84	7.89	F.O.R
20	Cetirizine, Phenylephrine and Paracetamol Tablets 5 mg + 10 mg +325 mg	1x10	M/S JPEE DRUGS	1.35	0.16	1.51	F.O.R
21	Dexamethasone Tablet 6 mg	1×10	M/S JPEE DRUGS	1.05	0.12	1.17	F.O.R
22	Spores of polyantibiotic resistant Bacillus clausii 2 Billion/cap	1x4	Sanofi Healthcare India Pvt Ltd	34.96	4.20	39.16	F.O.R
23	Insulin Glargine 300 U/ml (in Prefilled Pen of 450 IU)	Per	Sanofi India Limited	1,430.00	71.50	1,501.50	F.O.R
24	Biphasic Insulin Degludec	3 ml flexpen	Novo Nordisk India Private Limited	1,480.00	74.00	1,554.00	F.O.R
25	Insulin Degludec + Insulin Aspart 100 units/ml in 3ml PFS Inj	3ml	Novo Nordisk India Private Limited	1,175.00	58.74	1,233.74	F.O.R
26	Faster Acting Insulin Aspart 100 units per ml in 3ml PFS Inj	3ml	Novo Nordisk India Private Limited	735.00	36.76	771.76	F.O.R
27	Oral Semaglutide 3mg Tab	1x10	Novo Nordisk India Private Limited	218.73	26.24	244.97	F.O.R
28	Oral Semaglutide 7mg Tab	1x10	Novo Nordisk India Private Limited	242.88	29.14	272.02	F.O.R
29	Tapentadol HCL 50 mg tab	1X10	UNIMARCK HEALTHCARE LIMITED	2.99	0.36	3.35	F.O.R
30	Silodosin 8 mg + Dutasteride 0.5 mg tab	1x10	UNIMARCK HEALTHCARE LIMITED	3.50	0.42	3.92	F.O.R
31	Cholecalciferol granules 60,000 IU/Igm	1gm Sachet	UNIMARCK HEALTHCARE LIMITED	2.55	0.31	2.86	F.O.R
32	Budesonide Nebulizer Suspension 0:25mg/ml	2 ml Respule	Cipla Ltd	4.48	0.54	5.02	F.O.R
33	Primaquine Tablets 7.5 mg	IXI0	MCW HEALTHCARE PVT LTD	11.0	0.01	0.12	F.O.R
34	Chloroquine Phosphate Tablets 250mg(155 mg of Chloroquine base)	1×10	MCW HEALTHCARE PVT LTD	0.68	0.08	0.76	F.O.R
35	Pneumococcal Saccharide Conjugate Vaccine Adsorbed, 13-Valent	Vial/Ampule/PFS	M/s Pfizer Limited	2,863.62	143.18	3,006.80	F.O.R
36	Pantoprazole and Domperidone SR Capsules (40mg+ 30mg)	1X10	ULTRA DRUGS PVT. LTD.	0.73	0.08	0.81	F.O.R
37	Amisulpride 100 mg tab	1x10	M/s Primus Pharmaceuticals	2.13	0.26	2.39	F.O.R

38	Chlordazepoxide Tablets 10 mg	1X10	M/s Primus Pharmaceuticals	0.62	0.07	0.69	F.O.R
39	Zolpidem tartrate 5mg tab	1X10	M/s Primus Pharmaceuticals	0.73	0.09	0.82	F.O.R
40	Labetalol l'ablets 100 mg	1X10	M.s. Macleods Pharmaceuticals Limited	2.14	2.14	2.14	F.O.R
41	Amoxy 400mg + Clavulanate 57mg/5ml syrup	30ml phial	M/s. Macleods Pharmaceuticals Limited	41.7	41.7	41.7	F.O.R
42	Peritonial dialysis bag with Fresh Dialysis Solution (1.5%) with minicap (2 Litres)	each	Mitra Industries Pvt. Ltd.	190.00	22.80	212.80	F.O.R
43	Peritonial dialysis bag with Fresh Dialysis Solution (2.5%) with minicap (2 Litres)	each	Mitra Industries Pvt. Ltd.	190.00	22,80 .	212.80	F.O.R
44	Drain Bag with minicap (3 litre Capacity)	each	Mitra Industries Pvt. Ltd.	84.00	10.08	94.08	F.O.R
45	Transfer set	each	Mitra Industries Pvt. Ltd.	1,750.00	210.00	1.960.00	F.O.R
46	Locking Titanium Adaptor	each	Mitra Industries Pvt. Ltd.	3,250.00	390.00	3,640.00	F.O.R
47	Blue Camp	each	Mitra Industries Pvt. Ltd.	48.00	5.76	53.76	F.O.R

TARA ARYA,

Director General.

OFFICE OF THE DIRECTOR GENERAL MEDICAL HEALTH & FAMILY WELFARE (C.M.S.D. SECTION) UTTARAKHAND, DEHRADUN

NOTIFICATION NO 01/2025 (M)

RATE CONTRACT OF MEDICINES

February 17, 2025

Letter No. 15 P/Store/50/2024/4282--In exercise of the power delegated in G.O. No 712/XXVIII-3-2019-15/2019 dated 27-09-2019 the rate contract of medicine mentioned in Annexure 'B' is made with the firms mentioned in Annexure 'A' for the supply in the state Government in Medical & Health services Department for the period ending on the following terms and conditions;

- 1. The firms shall made supplies in manufactures original packing as indicated in column-3 of *Annexure B* for name of makes unless otherwise stated.
- 2. The supplying firms will be required to clearly mention on the label the name of the manufacturer.
- 3. The firms will have to give a written warranty in accordance with drugs Act 1940 Rule 19 Para3
 (8) to the effect that supplies confirm to the approved standard prescribed in the Drugs rule 1940 enforced and as given in this notifications.
- 4. Indenting Officers may place order direct on these firms as mentioned is attached Annexure A and B.

5. Delivery Schedule

The Purchaser requires that the medicine, surgical items and chemicals under the Rate Contract shall be delivered within six (06) weeks starting from the date of signing of the Purchase order.

6. All the Medicines/surgical items and chemicals to supply, shall not be older than 1/6th of interval of manufacturing and expiry date i.e. to say, if any medicine expires after 3 years of its manufacturing date, then at the time of supply the manufacturing date should not be more than 6 months old. Vaccines, biological products and imported medicines/surgical items, the remaining life should be 3/5th (60 %). In special circumstances, with approval of Director General, MH&FW, an exemption of 3 months may be accepted with the condition that if any of the item(s) may not be used before the date of expiry, the Bidder shall replace remaining quantity of such items, but remaining life of such items should be more than 50 %, for which Bidder had submitted an affidavit.

7. Packing of medicines/drugs/vaccines

- 7.1 Outside the cartons, all other type of packing's, each vials, ampoules, bottles, medicines & capsule's sterilized safe packing's, the supplier should clearly print U.K. GOVT. SUPPLY, NOT FOR SALE" with indelible ink.
- 7.2 The Supplier shall provide such packing of the Medicine, surgical items and chemicals as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Medicine, surgical items and chemicals' final destination and the absence of heavy handling facilities at all points in transit.

7.3 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, and in any subsequent instructions ordered by the Purchaser.

8. Transportation

Where the Supplier is required under the Contract to transport the Medicine, surgical items and chemicals to a specified place of destination i.e. consignee with in Uttarakhand, transport to such place of destination/consignee in Uttarakhand including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

9. Quality of medicines

- 9.1 The Supplier shall mandatorily submit in house test report at the time of supply of medicine(s), surgical item(s) and chemical(s) for all the batches.
- 9.2 All medicine, surgical items and chemicals found of below standard shall be the responsibility of the Supplier.
- 9.3 Samples of all the batches of medicine, surgical items and chemicals supplied under Contract, shall be tested at reputed Government approved laboratories/institution.
- 9.4 Maximum permissible limit of the size of tablets, capsules, injection, syrup, iv fluids etc shall be up to rupees 1.0 lakh quantity-2 batches, above 1.0 lakh and up to 3 lakh quantity-5 batches, above 3.0 lakh and up to 5 lakh quantity-7 batches and above 5.0 lakh, -1 batch per lakh quantity. The cost incurred on above quality testing shall be borne by the Purchaser. If Supplier supplies medicines beyond above limit, additional cost incurred on the quality testing shall be deducted from the Bills of the Supplier.
- 9.5 The Supplier supplying vaccines, serum and biological products shall mandatorily submit a quality assurance certificate from Government laboratory.
- 9.6 If supplied medicine, surgical items and chemicals are found below standard in testing, the supplier shall have to replace the full stocks of Indent / ordered medicine, surgical items and chemicals quantity, with fresh standard quality medicine, surgical items and chemicals, within 60 days, even if some part of the drug from received stock has been consumed.
- 9.7 Besides this, the Purchaser will be free to take actions against the Supplier for any compensation.
- 9.8 The Supplier may be blacklisted and/or debarred, for a product purchased by indenter, is declared SUB STANDARD, for producing wrong documents, non supply of medicine, surgical items and chemicals under contract or any other errors. The duration of blacklist and/or debar shall be for 3 years.
- 9.9 If supplied medicine, surgical items and chemicals are found of below standard in testing, in such case all the cost incurred in testing will be borne by the Supplier.

10. Payments

Payment for Medicine, surgical items and chemicals and Services shall be made as follows:

10.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice in triplicate copies describing, as appropriate, the Medicine, surgical items and chemicals delivered and the Services performed, and upon fulfillment of other obligations stipulated in the contract.

- 10.2 In case the consignee is other than I/C Central Ware House Dehradun, then the invoice/bill, in triplicate shou
- ld have receiving from the consignee(s), along with stock book page entry, duly verified, signed and stamped by consignee(s).
- 10.3 Ninety percent (90%) of the contract price shall be paid within one month of receipt of Invoice as described above of Medicine, surgical items and chemicals from the consignee (s)
- 10.4 The invoice shall be raised after complete supply of the Medicines, Surgical Items and Chemicals etc. as per the Purchase Order. Part payment will not be done for a Purchase Order.
- 10.5 From the supplied product the purchaser will collect samples of all batches on random basis and these samples shall be sent to the State government approved testing center Laboratories. After receiving the successful test results i.e. found of standard quality, the balance payment of 10% shall be released within 30 days.
- 10.6 After opening of each Bid and up to the Contract Period, any change in the tax rates shall be applicable as per the Government Orders.
 - 10.7 Those manufacturer or supplier who does not have Depot/C&F in Uttarakhand, they can supply their product only after they enter into a contract with a local distributor, and will supply their product through such distributor. The bill will be accepted from distributor of Uttarakhand State only.

11. Delays in Supplier's performance

- 11.1 Delivery of the Medicine, surgical items and chemicals and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements/ purchase order.
- 11.2 If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Medicine, surgical items and chemicals and performance of Services, the Supplier shall promptly notify the Purchaser in writing about the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without liquidated damages, but to a maximum of 21 days.

12. Liquidated damages

If the Supplier fails to deliver any or all of the Medicine, surgical items and chemicals or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, 0.5% per week shall be deducted of the cost of Medicine, surgical items and chemicals on unperformed Services which are not supplied/performed as per the time schedule. Maximum deduction shall be 10 % of total cost of Contract amount and DG, Medical Health shall be intimated for, further actions which may be termination of the Contract and the Performance Security of the Bidder may be forfeited whole or proportionate.

13. Force majeure

- (A) The Supplier shall not be liable to forfeit its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- (B) For purposes of this Clause, "Force Majeure" means an event beyond the control of the

- Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- (C) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 14. The supplying firms will Emboss/Print U.K.G Supply Not for Sale will be printed on each label of the Bottle/Vials/Strips/Boxes or Cartons etc. No supplies should be accepted if such embossing & Printing is not done on the supplies.
- 15. Every care has been taken to see that rates quoted and approved have been correctly notified in the Notification but in case of any discrepancy either in rates or in specification or any nature in other details, it will be the duty of the firm that they should intimate to the C.M.S.D. DG Medical Health under registered cover latest within a month so that necessary action may be taken.
- 16. The Firms while sending the bills will certify that the rates charged are applicable and have also been approved by the CMSD and in case of any default they are prepared to make adjustments.
- 17. The firms should also certify on the bills that the supplies are according to specification and the makes approved by the Director General Medical Health & F.W. Uttarakhand and are in accordance with the latest DRUG ACT.
- 18. The attention of the Indenting Officers is drawn to the various lists of items published by the firms. It has been found that in some cases the firms includes unapproved items in their lists of approved items. It is responsibility of the Indenting Officers to consult the Gazette Notification before placing the actual order and see that the order for only approved items is placed. Such cases of misrepresentation should immediately be brought to the notice of Director General of Medical Health & F.W. Uttarakhand (CMSD) Dehradun sending copy of the list printed, by the particular firms. In case any firm is found doing so, strict action will be taken against them and their names will be deleted from Rate Contract without any notice to them and in addition they may be debarred.
- 19. No Assistance will be provided for release of the raw material or procurement of import license.
- 20. The Director General Medical Health & F.W. Uttarakhand CMSD Dehradun reserves the right to call Tender for Quantity Contract or parallel Rate contract and also to finalize them at any time during the period of the rate contract.
- 21. It will be condition of the contract that although during the currency of the contract the price approved in this rate Contract arrangement will remain firm but however in the event of prices going down the contractor will promptly furnish such information to enable this office to amend the contracted rates for supplies at Rate lower than the rate contract, the attention of the firm is drawn to it.
- 22. Director General Medical Health & F.W. Uttarakhand Dehradun or his authorized representative may inspect the premises of the manufacturing units to assess and verify that the item quoted as own made are actually manufactured by them.
- 23. All supplies shall have to be made strictly confirming to approved specification in accordance with the latest drug Act and Drug Act 1940.

- 24. If, during the Contract period, the Firm under Contract supplies any Medicine(s), Surgical Item(s) or Chemical(s), to any individual, institution, organization, state or any department or organization of GoI and/or State at the rate lesser than the rate under Rate Contract, in such case the Firm shall immediately inform the Director General Medical Health &F.W. Uttarakhand Dehradun and supply at the same reduced rate. The above stipulation will not however apply
 - a. Exports by the Contractor.
 - b. Sale of goods as original goods at a price lower than the price charged for normal replacement.
- 25. Supplies must be completed within six weeks (42 days) from the date of issue of the Purchase Order from the Indenting Officers. If the Firm does not supply within six weeks (42 days) time from the date of issue of the Purchase Order from indenting officer, a further period can be extended up to three weeks if the firm apply for such extension before the expiry of six weeks (42 days) time giving valid satisfactory reasons. In case of non supply, the names of such defaulting firms should be intimated to CMSD section of the Directorate by registered post so that the necessary action against the firm.
- 26. All supplies shall be made as per IP/BP or USP/BPC whenever this has been Omitted due to printing error wise it shall be or other as per IP and in its absence BP taken for all purpose that supplies are to make as per IP.
- 27. Director General Medical Health &F.W. Uttarakhand Dehradun authorizes the Drug controller of the State his access him to prosecute and take suitable action against firms defaulting as per drug act or per terms of contract.
- 28. During the pendency of contract if the license is withdrawn or any other action is taken by Drug Controller or his agent etc. the contract shall automatically come to a close with the firm. Against whom the action is being taken, firms shall see that they have valid drug license for the products approved in their favour and which they may supply during its pendency else they themselves shall be responsible for the same.
- 29. In the event of the prices being gone dawn the contracting firm may please intimate the same to the Director General Medical of Health services Uttarakhand Dehradun immediately for issuing necessary corrigendum in this regards and they will also charge the reduced rates from the Indenting Officers of the State. In case such information is received from the contracting firm that they are selling items approved in their favour at reduce rates either in open market or anywhere else. The Director General Medical Health & F.W. Uttarakhand Dehradun reserves the right to cancel the items of entire contract finalized with them and to debar the firm from further tendering.
- 30. This contract shall exclusively be governed by the terms and conditions mentioned in this notification the relevant conditions mentioned in the tender notice CMSD, tender form and relevant conditions mentioned in the agreement form (sent to the firm along with acceptance letter separately)
- 31. The Indenting Officers are advised to report the damages /defects notice in supplies to suppliers for notification repair replacement as the case may be, within fifteen days of the receipt / of the material.
- 32. In case of any complaint against the supplier for delay in supplies or defective supplies etc. The Indenting Officers are advised to report the matter under registered post to the Director General Medical Health & F.W. Uttarakhand Dehradun (CMSD) Section promptly for necessary action by registered post/e-mail.

NOTIFICATION No. 01/2025 [M]

Enclosure of Notification no.15P/Store/50/2024/4282 Dated 17 February, 2025

ANNEXURE 'A'

SN	Name of Firm	Phone No./Fax No. & E-mail
1	M/s Novo Nordisk India Private Ltd., Plot No. 32, 47-50, EPIP Area, Whitefield, Bangalore- 560 066	Tel no/(M no.) .: 91-8040303200, 9934300408 e-mail: institutionsales@novonordisk.com, prindia@novonordisk.com
2	M/s Reliance Life Sciences Pvt. Ltd., R-282, TTC Area of MIDC, Thane- Belapur Road, Rabale, Navi Mumbai- 400 701, Maharashtra	Tel no/(M no.) .: 91-2235338000, 09389951288, 07318043627 e-mail: sujeet.kumar@relbio.com
3	M/s Takeda Biopharmaceuticals India Private ltd, 6th Floor, Building no 8, Tower-C, DLF Cyber City, DLF Phase- II, Gurgaon-122001, Haryana	Tel no/(M no.) .: 91-124-4559100, 8448815563 e-mail: takeda.tenders@takeda.com
4	M/s Bharat Serums and Vaccines Limited, 3rd Floor, Liberty Towers, Plot no. K-10, Behind Reliable Plaza, Kalwa Industrial Estate, Airoli, Navi Mumbai- 400 708.	Tel no/(M no.) .: 91-22-45043456,9967657228 e-mail: institution@bsvgroup.com
5	M/s Biological E Limited, 18/1 & 3, Azamabad, Hyderabad, Telangana 500020	Tel no/(M no.) .: 91-4068274166, 9335372124 e-mail: institution.sales@biologicale.com
6	M/s Protech Telelinks Village Mauza Ogli, Suketi road, Kala Amb Distt Sirmour, Himachal Pradesh- 173030	Tel no/(M no.) .: 91-9812004830 e-mail: protech.tenders@gmail.com
7	M/s Roche Products (India) Pvt Itd, 146-B, 166A, Unit no 7,8,9, 8th Floor, R City Office, R City Mall, Lal Bahadur Shastri Marg, Ghatkopar, Mumbai- 400 086.	Tel no/(M no.) .: 91-9967536395/8826267061 e-mail: india.institutionalbusiness@roche.com, prerana.yadav@roche.com
.8	M/s Chiron Behring Vaccines Pvt. ltd., 6th Floor, Unit N0 608, The Summit Business Bay, Gundavali, Kurla, Andheri- East Mumbai.	Tel no/(M no.) .: 91-2646226890, 252155 e-mail: info@chironbehring.com

ANNEXURE 'B'

Enclosure of Notification no.15P/Store/50/2024/4282

Dated 17 February, 2025

List of medicines/items approved in Rate Contract, validity period and description of Consignee VALID FROM 17-02-2025 to 16-02-2027

SN	Name of medicines	Pack form	Name of firm	Rate per unit (per tab/Cap/amp/vi	Tax/Duties (INR)	tab/Cap/amp/vial /phial/bottle)	Consigner State DrugWare
İ			300 S	al/phial/bottle) without taxes at F.O.R. Destination in	5790	With Tax for F.O.R Destination in Uttarakhand	House
1	277			Uttarakhand (In INR only)		(including all taxes) (in INR only)	7.7
	2	3	4	5, 5,	6	7	8
I	Dried Factor VII Fraction (IV use) Img	Vial	Novo Nordisk India Private Limited	39310.00	1965.50	41275.50	F.O.R
2	Dried Factor VIII Fraction (IV use)250IU	Vial	Reliance Life Sciences Pvt. Ltd.	1265.00	63.25	1328.25	F.O.R
3	Dried Factor VIII Fraction (IV use)500IU	Vial	Reliance Life Sciences Pvt. Ltd.	2640.00	• 132.00	2772.00	F.O.R
4	Factor IX Concentrate 500/600	Vîal	Takeda Biopharmaceuticals India Private Limited	5904.00	295.20	6199.20	F.O.R
5	Recombinant Factor VIII 1500 IU	Vial	Novo Nordisk India Private Limited	12000.00	600.00	12600.00	F.O.R
6	Rurioctocag Alfa pegol (PEGylated) recombinant human factor VIII 500 IU	Vial	Takeda Biopharmaceuticals India Private Limited	7700.00	385.00	.8085:00	F.O.R
7	Recombinant Human Anti D Immunoglobulin Injection (IM use) 300 mcg	Vial	BHARAT SERUMS AND VACCINES LIMITED	2388.00	286.56	2674.56	F.O.R
8	Anti- Inhibitor Coagulation Complex[Human Plasma Protein with a Factor VIII Inhibitor Bypassing Activity of 500 IU	Vial	Takeda Biopharmaceuticals India Private Limited	29500.00	1475.00	,30975.00	F.O.R
9	Snake Venom Anti Serum (Polyvalent Anti Snake Venom) Lyophillized	Vial	BIOLOGICAL E LTD	536.09	64.34	600.43	F.O.R
10	Rabies Vaccine Human (Cell Culture) (Intradermal) 2.5 IU (chick embryo)	Vial	CHIRON BEHRING VACCINES PRIVATE LIMITED	200.00	10.00	210.00	F.O.R
11	Injection Low Molecular Weight Heparin 40mg/0.4ml	PFS	Protech Telelinks	79.20	3.96	83.16	F.O.R
12	Emicizumab 30 mg	Viál	Roche Products (India) Pvt Ltd	40754.00	4890.48	45644.48	F.O.R
13	Emicizumab 60 mg	Vial	Roche Products (India) Pvt Ltd	81437.00	9772.44	91209.44	F.O.R

illegible,

Director General.

पी०एस०यू० (आर०ई०) १४ हिन्दी गजट/११०-भाग १-क-२०२५ (कम्प्यूटर/रीजियो)।



सरकारी गजट, उत्तराखण्ड

उत्तराखण्ड सरकार द्वारा प्रकाशित

रुड़की, शनिवार, दिनांक 05 अप्रैल, 2025 ई0 (चैत्र 15, 1947 शक सम्वत्)

भाग 8 सूचना एवं अन्य वैयक्तिक विज्ञापन आदि

सूचना

मेरा नाम स्वामी देव स्वरूप पुत्र श्री स्वामी प्यारेलाल था। सन्यास ग्रहण करने के पश्चात मैंने अपना नाम स्वामी देव स्वरूपा नंद पुत्र श्री स्वामी विशुधा नंद रख लिया है। भविष्य में मुझे इसी नाम से जाना-पहचाना जाए।

समस्त विधिक औपचारिकताएं मेरे द्वारा पूर्ण कर ली गई हैं।

स्वामी देव स्वरूपा नंद शिष्य स्वामी विशुधा नंद निवासी फूलचट्टी आश्रम, स्वर्गाश्रम, पो. मराल, तहसील यमकेश्वर जिला पौड़ी गढ़वाल उत्तराखण्ड—249304

सूचना

मैं ने अपना नाम कृष्ण स्वरूप से बदलकर कृष्ण स्वरूप सिलस्वाल कर लिया है भविष्य में मुझे कृष्ण स्वरूप सिलस्वाल पुत्र श्री किशोरी लाल सिलस्वाल के नाम से जाना पहचाना जाए। समस्त विधिक औपचारिकताएं मेरे द्वारा पूर्ण कर ली गई हैं।

> कृष्ण स्वरुप सिलस्वाल पुत्र श्री किशोरी लाल सिलस्वाल पता—ग्राम व पोस्ट रानीपोखरी जिला देहरादून, उत्तराखण्ड।

सूचना

मेरी पुत्री के आधार कार्ड नं. 909869264506 में त्रुटिवश उसका नाम SHARDA YADAV गलत दर्ज हो गया है। जबिक मेरी पुत्री का वास्तविक नाम SHRADHA YADAV है। जो उसके जन्म प्रमाण-पत्र पंजीकरण सं0 B-2017:6-90024-003686 में भी दर्ज है। भविष्य में मेरी पुत्री को SHRADHA YADAV D/o VISHNU KUMAR YADAV के नाम से जाना पहचाना व पुकारा जाए।

समस्त विधिक औपचारिकताएं मेरे द्वारा पूर्ण कर ली गई हैं।

VISHNU KUMAR YADAV निवासी नकरौंदा देहरादून उत्तराखण्ड।

सूचना

मैं ने निजी कारणों से अपना नाम संदीप दास से बदलकर संदीप खैरवाल कर लिया है। मविष्य में मुझे संदीप खैरवाल पुत्र श्री देवेन्द्र दास के नाम से जाना पहचाना व पुकारा जाए।

समस्त विधिक औपचारिकताएं मेरे द्वारा पूर्ण कर ली गई हैं।

संदीप खैरवाल पुत्र श्री देवेन्द्र दास निवासी 22 ग्राम घोघस पो०ओ० अंजनीसैन टिहरी गढ़वाल उत्तराखण्ड।

सूचना

मेरेICICI BANK ACCOUNT NO. 091305002528 CIF ID-569995461 SAHAI CONSTRUCTIONS में त्रुटिवश मेरा नाम MOHD SAJID गलत दर्ज हो गया है। जबिक मेरा वास्तविक नाम MOHAMMAD SAZID है। भविष्य में मुझे MOHAMMAD SAZID S/o MUMTAJ AHMAD के नाम से जाना पहचाना व पुकारा जाए।

समस्त विधिक औपचारिकताएं मेरे द्वारा पूर्ण कर ली गई हैं।

MOHAMMAD SAZID S/o MUMTAJ AHMAD निवासी—194 बाहर किला लंढौरा हरिद्वार उत्तराखण्ड

पी०एस0यू० (आर०ई०) १४ हिन्दी गजट/११०–भाग ४–२०२५ (कम्प्यूटर/रीजियो)।